

## **EMPLOYMENT CONTRACT**

(Andrew Politsch - Fire Chief)

This Employment Contract by and between the Board of Trustees (the "Board") of the Byron Fire Protection District (the "District"), Ogle County, Illinois, and Andrew Politsch ("Politsch" or "Fire Chief").

Now, therefore, in consideration of the mutual covenants and consideration set forth herein, the Board and the Politsch hereby agree as follows:

### I. **TERM OF EMPLOYMENT**

The Board hereby employs Politsch and Politsch hereby accepts employment as the District's Fire Chief upon the terms and conditions of this Employment Contract commencing November 1, 2024, for a term ending October 31, 2025.

### II. **POWERS AND DUTIES**

A The Fire Chief shall have charge of the administration of the District and act as its chief executive officer under the direction of the Board. Politsch's duties shall include, but not be limited to:

1. Planning the District's long-term and short-term operational needs, maintaining records, preparing the annual budget, procuring supplies and equipment, and participating in the preparations for new equipment, stations and other facilities and equipment.

2. Directing all firefighting, rescue, and EMS activities through subordinate officers; assuring the professional investigation of all fires and coordinating such activities with the Office of the State Fire Marshal and local authorities and inspecting buildings within the District.

3. Directing, assigning, and being responsible for the activities and performance of all District employees, organizing, reorganizing, and arranging the District's employees as best serves the District, subject to approval by the Board, selecting, placing, training, transferring, and recommending dismissal of personnel

subject to District regulations, state law and the direction of the Board.

4. Enforcing all applicable rules and regulations, ordinances, laws, general and special orders, and District directives; suggesting new or amended regulations, rules and procedures deemed necessary for the welfare of the District.

5. Maintaining effective working relationships among employees, government officials, and the general public; addressing public groups regarding the activities of the District and promoting public understanding of the District's work.

6. Attending meetings, seminars, conferences, etc., at the local, state, national and international level subject to approval by the Board as provided below; and

7. In general, performing all duties incident to the office of the Fire Chief and such other duties as may be prescribed by the Board from time to time.

B. Politsch also shall be responsible for communicating with the Board on a regular basis so the Board is advised on a timely basis of matters which might require policy guidance from the Board. Communications shall include but not be limited to attendance at all Board meetings (unless otherwise directed) and submission to the Board of at least monthly and annual written reports on the status of the District.

C. Politsch shall comply with all District rules and regulations governing the performance and conduct of District employees which do not conflict with the express terms of this Employment Contract.

### **III. HOURS OF WORK AND TIMEKEEPING REQUIREMENTS**

A. It is recognized that Politsch must devote a great deal of time outside the normal office hours to business of the District, and to that end Politsch may be allowed a flexible schedule to take time off during normal office hours. The parties agree that Politsch will typically work approximately 45 hours per week and that he may deviate from the normal business hours without adjustment to his compensation. Politsch shall keep the District informed of how he can be reached when off duty and shall carry a

District supplied cell phone when he is not in District offices or at home.

**IV. SALARY**

A. The Board shall pay Politsch an annual salary of \$128,625.00, payable in biweekly installments.

The Board shall review and evaluate the performance of the Fire Chief prior to October of each contract year. This review and evaluation shall be in accordance with specific criteria developed jointly by the Fire Chief and the Board. The Board may provide the Fire Chief with a written summary of the findings of the Board and provide an adequate opportunity for the Fire Chief to discuss his evaluation with the Board, prior to November 1 of each contract year. The Board and the Fire Chief shall periodically define such goals and performance objectives which they determine necessary for the proper operation of the District and the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals shall generally be attainable within the time limitations specified, and within the annual operating and capital budgets and appropriations that are provided.

B. Subject to applicable law, Politsch may choose to allot a portion of his annual salary to a tax shelter or other type of annuity.

**V. OTHER BENEFITS**

A. Longevity – Effective November 1, 2022 the chief will receive longevity steps as follows. If the chief has already passed a step, chief will receive the most recent step passed. Steps will be cumulative based off the chief's base salary.

Steps: 10 years – 1.5%

15 years – 1.75%

20 years – 2.0%

25 years – 2.5%

B. Politsch shall be entitled to District provided medical insurance benefits with the District paying the full cost except for \$300.00 per year for single coverage and

\$600.00 per year for family coverage to be deducted from Politsch's salary. The District shall provide Politsch with life insurance equal to \$25,000.00.

C. Politsch shall receive sick leave benefits equal to those provided other sworn members' as set out in the collective bargaining agreement.

D. Politsch shall receive the following nine (9) paid holidays off without loss of pay:

- i. New Year's Day
- ii. Good Friday
- iii. Memorial Day
- iv. Fourth of July
- v. Labor Day
- vi. Thanksgiving Day
- vii. Christmas Eve
- viii. Christmas Day
- ix. New Year's Eve

E. In the event of death in the immediate family Politsch shall receive off with pay the day of the death (if he is working) and up to two workdays for matters in direct relation to the death. Immediate family is defined as spouse, domestic partner, parents (including step), children (including step and half), sibling (including step and half), father-in-law, mother-in-law, grandparents, and grandchildren. Extended family members are defined as daughter-in-law, son-in-law, brother-in-law, sister-in-law, niece, nephew, aunt, uncle, or first cousin. Additional time off may be granted at the discretion of the Board where needed to attend funerals of those persons defined above, and funerals for those not described above, or tend to business relating thereto, to be credited against other available leave time.

Pursuant to 820 ILCS 154, full-time Politsch shall be entitled to use a maximum of 2 weeks (10 workdays) of combined paid and unpaid bereavement leave to:

- a. attend the funeral or alternative to a funeral of a covered family member (covered

family member shall be the same as the immediate family above for paid bereavement leave).

- b. make arrangements necessitated by the death of the covered family member
- c. grieve the death of the covered family member; or
- d. be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed surrogacy agreement; (v) a diagnosis that negatively impacts pregnancy or fertility; or (vi) a stillbirth.

Unpaid bereavement leave taken pursuant to 820 ILCS 154 will generally be completed within 60 days after the date on which the employee receives notice of the death of the covered family member or the date on which an event listed under subparagraph d. above occurs. However, Politsch may be granted more than 60 days to take unpaid bereavement leave at the discretion of the Board.

Politsch will endeavor to provide the Board with at least 48 hours' advance notice of the intention to take bereavement leave, unless providing such notice is not reasonable and practicable. Unpaid bereavement leave shall be designated as FMLA time and is subject to the FMLA's maximum of 12 weeks in a 12-month period.

F. As of January 1, of each year Politsch shall receive six (6) paid personal days and 360 hours of vacation leave. Personal days not used by December 31 of each year shall be forfeited. In the event a scheduled for a time and duration certain is cancelled due to a District-related emergency, Politsch will be granted at the District's discretion either compensation for the unused and previously scheduled vacation time or accumulating the scheduled vacation into the next year.

G. Politsch shall receive a complete set of uniform clothing and equipment

upon employment and shall be eligible to receive replacement articles as needed.

H. The Board shall furnish an automobile of the Board's choice for the use of Politsch. The cost of all fuel, maintenance, and repairs shall be the responsibility of the Board. Personal use of the automobile within the District and residency limits is permitted. Use of the automobile outside the District shall be limited to "business use" for meetings, conferences, conventions, classes, etc.

VI. **PARTICIPATION IN PROFESSIONAL AND COMMUNITY ACTIVITIES**

A. In recognition of the importance of community and professional involvement on the part of Politsch, the Board shall reimburse Politsch for the dues for membership in the following organizations: Illinois Fire Chiefs Association, and International Fire Chiefs Association. Upon the request of Politsch, the Board may, in its discretion, agree to add to or subtract from the above list. Politsch is expected to actively participate in all organizations in which the Board reimburses him for his dues.

B. Politsch will request authorization from the Board prior to attending appropriate professional meetings which require travel beyond four-hundred miles from the District Fire Station One and stay within budgetary limits for training and professional development classes. The Board, in its sole discretion, may approve or deny such requests and may, in its discretion, reimburse Politsch for the reasonable expenses incurred by Politsch in attending approved, appropriate professional meetings.

VII. **RESIDENCY**

Politsch is required to live within the District or within a 5-mile radius of Station One (123 Franklin Street, Byron).

VIII. **MEDICAL EXAMINATIONS**

Annually, Politsch shall undergo a medical examination to determine his continuing fitness for duty with the District to pay for any charges not covered by the District's medical insurance.

IX. **OUTSIDE ACTIVITIES**

Politsch shall apprise and seek approval from the Board of Trustees of outside activities involving secondary employment.

**X. INDEMNIFICATION**

The Board agrees that it shall defend, hold harmless, and indemnify Politsch from any and all demands, claims, suits, actions, and legal proceedings brought against Politsch in his individual capacity, or in his official capacity as agent and employee of the District, provided the matter arose while Politsch was acting within the course and scope of his authority as Fire Chief of the District. This indemnification obligation shall be the responsibility of the Board in its official capacity as a legal entity and in no case shall individual Board members be deemed to be personally liable for indemnifying Politsch against any such demands, claims, suits, actions, and legal proceedings. Subject to the District's insurance policies, if, in the good faith opinion of Politsch, a conflict exists between himself and the Board with respect to the defense of any claim asserted by an outside third party, Politsch may, with prior notice to the Board and insurer, engage counsel to represent him at the Board's, or its insurance company's expense; provided, however, the Board shall not be required to pay for attorneys' fees or the costs of any legal proceedings in matters where the Board and Politsch are adverse parties.

**XI. TERMINATION**

A This Employment Contract shall remain in full force and effect from the date it is executed by both parties until it is terminated pursuant to the requirements set forth in this section. Except as otherwise required by law, no benefits, duties, or obligations within this Employment Contract shall survive its termination.

B. This Employment Contract and Politsch's employment relationship with the Board shall terminate in any of the following events:

- (1) By mutual written agreement between Politsch and the Board.
- (2) By disability, as certified by a physician, which renders Politsch unable to perform the essential duties of his position; or
- (3) Upon the death or retirement of Politsch.

(4) Upon 30 days written notice by Politsch of his desire to terminate the contract.

C. The Board may terminate this Employment Contract (thus removing Politsch as Fire Chief) when, in the Board's sole judgment, cause exists. "Cause" as used herein is defined as conduct, which is detrimental to the District, including but not limited to neglect of duty, breach of contract, or misconduct. Prior to terminating this Employment Contract for cause, the Board will provide Politsch with written notice of the reason(s) why such termination is under consideration and provide Politsch with the opportunity to appear before the Board to discuss such matters before any final decision is reached. If Politsch chooses to be accompanied by legal counsel, he shall be responsible for his own attorneys' fees or costs. Such meeting may be conducted in closed session at the Board's discretion. At the conclusion of such meeting, the Board shall decide whether there is cause for termination of this Employment Contract, and Politsch shall revert to his current permanent commissioned rank of Deputy Chief unless there is cause to pursue charges before the District's Board of Fire Commissioners seeking termination of his employment as a sworn member of the District.

D. This Employment Contract shall not be terminated by either party without first providing a written 30 days' notice of the intention to terminate this Employment Contract.

## **XII. PERFORMANCE OF FIREFIGHTING DUTIES**

Politsch must be able to perform the duties of the position of firefighter in accordance with the District's firefighter job description.

## **XII. NOTICE**

Any notice required to be given under this Employment Contract shall be deemed sufficient if it is in writing and sent by certified mail to the residence of Politsch, or personal delivery, or to the President of the Board at the District's address.

## **XIV. SAVINGS CLAUSE**

In the event any section or portion of this Employment Contract shall be held invalid or unenforceable by any agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific section or portion thereof specifically affected by such decision or legislation and the remaining sections or portions of this Employment Contract shall remain in full force and effect.

XV. **ENTIRE AGREEMENT**

This Employment Contract contains the complete and entire agreement between the Board and Politsch and supersedes all prior agreements and understandings, whether oral or written, with respect to Politsch's employment with the Board as its Fire Chief. This Employment Contract may be changed only by an agreement in writing signed by Politsch and the Board.

IN WITNESS WHEREOF, the parties have executed this Employment Contract this 22<sup>nd</sup> day of October 2024.

**ANDREW POLITSCH**

By:   
FIRE CHIEF

**BYRON FIRE PROTECTION DISTRICT**

By:   
PRESIDENT

Attest:   
SECRETARY