

## MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement between the Village of Oak Park, Illinois (hereinafter called the "Village") and Local 95 International Association of Fire Fighters, AFL-CIO (hereinafter called the "Union"). The parties hereby agree as follows:

1. The Village Manager will recommend to the Village Board as part of FY18 Budget the addition of three (3) new FF/PM positions. The Village fiscal year is 1/1/2018-12/31-2018. Subject to Village Board approval of this recommendation, and upon filling of such authorized new hires, the Fire Chief will amend Part III of General Directive 4.001 to provide for daily minimum staffing of fifteen (15) on duty. Nothing herein shall otherwise be construed as a limitation on the Fire Chief's existing management rights.
2. When the new daily minimum staffing described in Paragraph 1 of this Memorandum becomes effective in the Fire Department, the following changes shall be observed for the remaining term of the existing collective bargaining agreement, and during negotiations for a successor agreement, and shall remain in the successor collective bargaining agreement unless otherwise mutually agreed during future negotiations:
  - a. The maximum number of combined Vacation picks and Kelly Days shall be limited to 5 per shift. (contract section 13.4).
  - b. Compensatory time off under Section 11.7 will only be allowed when more than two FF/PM above the regularly established minimum are scheduled at 1900 hours on the preceding day.
  - c. Section 11.6 (b) shall be amended to provide as follows:

An employee on an assigned shift may trade his/her Kelly Day off or vacation day with the shift, only if staffing will be at least ~~fifteen (15)~~ sixteen (16) personnel working on the day for which the trade is requested.

- d. Section 11.6 (c) shall be amended to provide as follows:

### **Trades for Schooling**

Personnel with less than five years of service may request time off to attend fire related schools or paramedic continuing education/recertification training while on duty and personnel with more than five years of service with the Oak Park Fire Department may request time off to attend schools or ~~schools or~~ paramedic continuing education/ recertification training hours outside of Oak Park shall be allowed to do so while on duty subject to the following:

Should the shift manning be at least two Firefighter Paramedics above the regularly established minimum that member shall be released from duty with

enough time to travel and arrive at the schooling/training prior to its start based on an estimated travel time from 100 N. Euclid, Oak Park to the class location under the following guidelines:

In order for a member to be given time off to attend a school or ~~a school or~~ paramedic training hours, at the time of the request there shall be an excess over the minimum required number of members on duty.

If there is prior knowledge (before 1900 hours of the preceding calendar day), that the shift will drop below minimum staffing thereby causing an overtime situation, the individual will have to make a trade to attend the school.

Knowledge after 1900 hours of the preceding calendar day will result in the individual being allowed to attend the school and for that day we will hire back to maintain minimum staffing.

Members attending school on their first day off that requires travel time shall be released from duty at 0700, or a reasonable agreed upon time, should shift manning be above minimum at that time.

This procedure does not affect mandatory schooling such as E.M.T. and Paramedic training. However, those members attending mandatory training shall be counted as not available when trying to maintain minimum staffing.

3. The position of Fire Inspector is excluded from the bargaining unit., provided that should the three (3) new Firefighter Paramedic positions referred to in paragraph 1 not be included in the FY18 budget or not be hired, or be hired subsequently laid off by the Village, the parties agree that upon timely request by the Union, the position of Fire Inspector shall then be returned to the bargaining unit.
4. Jacob Haag and Zachery Byington will be allowed to request time off under 11.6 (c) for their non-fire related schools for which they are currently approved and enrolled until the swearing-in date of the three new FF/PM as set forth in paragraph one of this MOU.
5. Appendix E of the CBA shall be amended to reflect the agreement of the parties. Under this agreement, Local 95 shall retain 5 7g positions in the Fire Prevention Bureau.

6. All references to a Fire Inspector shall be considered stricken from the current and successor collective bargaining agreement.
7. This Memorandum of Agreement supersedes any continuing obligations set forth in the Settlement Agreement between the parties dated February, 2012.

AGREED:

Village of Oak Park

Local 95 International Association of Fire  
Fighters, AFL-CIO

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_