

AGREEMENT  
BETWEEN  
THE VILLAGE OF OAK PARK  
AND  
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 95

**January 1, 2018 through December 31, 2020**



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**AGREEMENT  
BETWEEN THE VILLAGE OF OAK PARK AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 95**

**PREAMBLE**

This Agreement is entered into by and 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 purpose of this Agreement is to maintain and promote a harmonious relationship between the Village of Oak Park and all employees who are within the provisions of this Agreement, to resolve grievances and prevent strikes or other disruptions of work in order that more efficient and progressive public service may be rendered.

**ARTICLE I: RECOGNITION**

The Village recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining over wages, hours and certain other conditions of employment. The bargaining unit shall consist of all uniformed positions within the Oak Park Fire Department excepting those of Fire Chief, Deputy Chief and Battalion Chief. Unless otherwise provided in this agreement, the benefits of any and all decisions reached as a result of this Agreement shall apply equally to all employees in the unit. The provisions of this Agreement are effective only to the extent permitted by Law.

**ARTICLE II: DEDUCTION OF UNION DUES**

**Section 2.1: Dues Check-off**

Upon receipt of a signed authorization from an employee in the form required by the Finance Department of the Village, the Village agrees to deduct, twice a month from the earned wages of the employee, the uniform monthly Union dues in the amount certified to be current by the Secretary-Treasurer of the Union. The funds so deducted by the Village will be deposited in an account designated by the Union no later than the thirtieth (30th) of the month following the month in which the deduction is made. The authorization from an employee to deduct dues may be revoked, by the employee not sooner than sixty (60) days nor later than thirty (30) days prior to the expiration date of the term of this Agreement, upon written notice to the Union and the Village.

**Section 2.2: Fair Share Involuntary Deductions**

In the event that an employee fails to voluntarily sign a check-off authorization, or if an employee who has previously signed an authorization revokes such authorization and remains in the bargaining unit, the Village shall, at the Union's direction, make a fair share involuntary deduction from the wages of the employee in the amount previously certified to the Village by the Secretary-Treasurer of the Union and forward such fair share sums to the Union in the manner set forth in Section 2.1 above.

**Section 2.3: Objections on Religious Grounds**

The obligation to pay a fair share fee to the Union shall not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment in behalf of the employee to a non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to

agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

#### **Section 2.4: Objections on Other Grounds**

Any non-member making a fair share payment may object to the amount of this fair share payment on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes involving ideological issues not germane to the collective bargaining process or contract administration. In compliance with the requirements set forth in the United States Supreme Court in *Chicago Teachers' Union v. Hudson*, 106 U.S. 1066 (1986), the Union agrees to (a) give timely notice to fair share fee payers of the amount of the fee, (b) provide an explanation of the basis for the fee, including the major categories of expenses, and (c) verify the same by an independent auditor, when a bona fide objection to such fees and expenses has been filed with the Union. Any such employee with any such objection shall process his/her objection in accordance with the procedure set forth in Appendix D, attached hereto and made a part of this Agreement.

#### **Section 2.5: Rebates**

In the event that the Union determines or an arbitration award directs a reduction in the proportionate share payments, the Union shall notify the Village to comply with said ruling as to prospective deductions from the salaries of non-members and the Union shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such proportionate fair share paying non-members.

#### **Section 2.6: Indemnification**

The Union shall indemnify and hold harmless the Village against any and all claims, demands, suits or judgments brought or issued against the Village as a result of any action taken pursuant to the provisions of this Article, including any cost incurred by the Village arising from challenges to the fair share fee amount, provided that the Village has not promoted or instigated such challenge.

In the event of any legal action against the Village brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

- A. The Village gives immediate notice of the action in writing to the Union, and permits the Union's intervention as a party if it so desires, and
- B. The Village gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to both parties and at all appellate levels.

### **ARTICLE III: MANAGEMENT RIGHTS**

The Village shall retain the sole right and authority to operate and direct the affairs of the Village and the Fire Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained are the Village's right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations of service to be conducted in or at the Fire Department or by the employees of the Village; to assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work, shortage of budgeted funds, or for other legitimate reasons; to make and enforce reasonable rules and regulations; and to change methods, equipment or facilities. Employees may

be required to perform work that increases the productivity of on-duty time. The exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

#### **ARTICLE IV: PRODUCTIVITY**

The Village and the Union desire to increase the effectiveness and productivity of the Department. Whenever the Village shall add a new activity or function or make a substantial modification of work procedures, except those directly associated with fire suppression, the Village will hold a meeting with the Union to receive effective input regarding the working procedures and implementation of such additions or modifications.

#### **ARTICLE V: BARGAINING REPRESENTATION**

Within seven (7) calendar days following any Union election of Union officers, the Union Board will designate to the Village Manager and the Fire Chief the names of four (4) Union members and four (4) alternate Union members, who will represent the Union in all matters that may arise between the Union and the Village. In addition to those four (4) members or alternates, the Union shall be entitled to have in attendance at any bargaining session(s) and grievance meeting(s) its own attorney, consultant, and/or a representative of the International Union and/or the State Association. The total number of Union Representatives will not exceed five (5). The Village may be represented by the Village Manager or his designee, including the Fire Chief. The total number of Village representatives shall not exceed five (5) at any meeting.

#### **ARTICLE VI: SENIORITY**

##### **Section 6.1: Definition and Application**

For the purposes of this Agreement, seniority is defined as the bargaining unit employees' length of continuous active service with the Village of Oak Park Fire Department since their last date of hire except as hereinafter provided. Employee(s) who resign or who are dismissed for just cause from the Village's service shall lose all seniority credit in the event that said employee(s) subsequently return as members of the Department.

The Chief of the Fire Department shall post a seniority list every year in the first week of January, a copy to be sent to the Union President. When the Fire Department hires any new bargaining unit employees or promotes them out of the bargaining unit, a corrected seniority list shall be posted and a copy shall be sent to the Union President. Any dispute arising out of the posting and/or content of the seniority list shall be processed through the grievance procedure; Article VIII of this Agreement.

Seniority shall be computed from the date of appointment. The appointee, who ranked the highest on the list for appointment to the Department, shall have seniority over other appointees ranking behind him/her according to their test scores. If appointees are tied, the date of state licensure as paramedics will serve as the tiebreaker.

Nothing in this Agreement shall conflict with relevant Statutes of the State of Illinois as they regulate lay-off and recall provisions. Except for selection of vacation periods, seniority will apply on a department-wide basis.

##### **Section 6.2: Layoff and Recall**

In the event that the Village identifies within the bargaining unit, which will be reduced in number, the Village shall provide written notification to the Union President listing the affected position(s). Such written notification to the Union President shall be provided thirty-one calendar days prior to the intended effective date of a planned layoff. In the event of a reduction of the work force, the written notification to the Union shall include a list of all employees to be laid off, and their seniority as defined in Article 6, Section 1 of this Agreement. Upon notification to the Union of the intended reduction in positions and, if applicable, reduction in the work force, the Village may proceed with the intended reduction(s) subject to the provisions set forth below regarding the review and opportunity for input by the Union regarding the Village's actions. The Village will provide the Union with timely copies of all layoff notices to be delivered to each affected employee.

Seniority prevails on layoff. In the event it becomes necessary to lay-off employees, they shall be laid off in the inverse order of their seniority. When a reduction in the work force will result from reducing positions, the written notification the Union shall include a description of the resulting impact on the bargaining unit with regard to the specific employees affected by the reduction. The Union shall have fourteen (14) calendar days from receipt of the Village's written notification of a planned reduction in positions to review the plan and provide effective input. Consideration of the Village's planned reduction by the Union shall be conducted in confidence by the Union President and Union Officers. The Union may request to negotiate alternatives to the layoff with the Village; however, such negotiations are limited to the fourteen (14) day review period provided for effective input. In the event that the Village and the Union are unable to agree on the reduction of positions and/or the work force at the end of the fourteen (14) day period, the Village may, at its sole discretion, extend the period for ~~any~~ effective input. Any extension of the period for effective input by the Village shall be in writing to the Union President and stipulate the exact length of the extension by stating the date on which the extension expires. In the event the Village and the Union are unable to agree on the reduction of positions and/or the work force at the conclusion of the period for input and/or negotiations, the Union may file a grievance regarding the Village's reduction of positions and/or the workforce; such grievances shall be initiated at Step 3 of the Grievance Process.

Employees laid off upon notification to the Union of the need to reduce the work force shall be paid and retain their full benefit status for the thirty-one (31) day period described above.

Employees shall be recalled from lay-off according to their seniority with the most senior employee being placed at the top of the recall list. No new employee(s) shall be hired until all employees on lay-off status desiring to return to work have been recalled and hired. Laid-off employees who fail to accept an offer of recall within seven (7) calendar days of receipt of written notification of their recall shall no longer be qualified for recall.

#### **ARTICLE VII: DISCRIMINATION**

Neither the Village nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable State or Federal law.

This Agreement shall not be interpreted in any manner to violate Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act (ADA) as amended.

Additionally, the Union and the Village agree not to discriminate against any individual regardless of race, color, religion, age, sex, national origin, disability, sexual orientation or status as a disabled veteran or Vietnam-era veteran.

#### **ARTICLE VIII: GRIEVANCE PROCEDURE**

### **Section 8.1: Definition**

A grievance is defined as a difference of opinion between the parties (an employee(s) and/or the Union and the Village) with respect to the meaning or application of the terms of this Agreement.

### **Section 8.2: Grievance Committee**

The Union shall appoint three (3) employee Representatives to participate in the grievance procedure to the extent set forth in Step 1 and Step 2 of the grievance procedure. The Union shall also appoint a Grievance Committee of not more than four (4) members of the Department, as provided in Article V, to attend grievance meetings scheduled pursuant to Steps 2 and 3 of the grievance procedure. The Union, prior to January 31 of each year, shall notify the Fire Chief and Village Manager in writing of the names of the employees serving as Representatives and as members of the Grievance Committee for the ensuing year. Union Representatives and Grievance Committee members shall not receive a loss in pay nor shall they receive additional pay for participation in the grievance procedure. As set forth in Article V, non-employee Union Representatives selected or appointed by the Union shall also be allowed to participate in the grievance procedure at Step 2 or above.

### **Section 8.3: Grievance Processing**

The grievance procedure set forth in this Section applies to employees covered by this Agreement. Recognizing that a grievance must be filed within thirty (30) calendar days of the occurrence of the event giving rise to the grievance. The Village and the Union agree that if possible, informal communication is best to resolve a question regarding a potential grievance prior to formal filing. A grievance shall be processed as follows:

#### **Step 1: Battalion Chief**

The employee, with or without a Union representative (or the Union representative alone in the case of a Union grievance), shall in the case of an employee grievance, take up the grievance or dispute in writing with the Battalion Chief, within thirty (30) days of its occurrence. Copies of that written grievance are to be provided to the Union representative, to the Deputy Chief and to the Fire Chief. In the case of a Union grievance, it shall be taken up within ten (10) days of its occurrence with the Fire Chief at Step 2, with copies of the written grievance provided to the Grievance Committee and the Fire Chief. If at the time of the occurrence the employee or Union representative is unaware of the grievance, the employee or Union representative shall take it up within thirty (30) days of his knowledge of its occurrence. A meeting between the aggrieved employee(s), the Union representative(s), and the Battalion Chief and/or the Fire Chief or his designee may be called to discuss the grievance at the request of any of the parties. The Battalion Chief and/or the Fire Chief or his designee shall give the Village's answer to the grievance in writing within ten (10) calendar days of the filing of the grievance, sending copies to the employee(s), the Union representative(s), the Deputy Chief and the Fire Chief, if applicable.

#### **Step 2: Fire Chief.**

If the grievance is not settled at Step 1 and the employee and/or Union decide to appeal, they may, within five (5) calendar days from receipt of the Step 1 answer, file an appeal in writing to the Chief of the Fire Department. Within ten (10) days, at a date and time that is mutually agreeable to the employee(s) (if applicable), the Union and the Fire Chief, the employee(s), and if he/she so desire, and the three (3) members of the Grievance Committee will meet with the Chief to discuss the grievance. The Chief may invite other members of the Department who may have knowledge of the occurrence which gave rise to the grievance. The parties will attempt to resolve the grievance to the satisfaction of the employee(s), the Union, and the Village. Whether or not an agreement is reached, a report of the findings will be issued by the Chief, as the Village's answer in writing, within ten (10) calendar days of the

discussion, with copies to the employee(s), members of the Grievance Committee and the Village Manager.

### **Step 3: Village Manager.**

If the grievance is not settled in Step 2, and the employee and/or the Union decide to appeal, they may, within ten (10) calendar days from the receipt of the Step 2 answer, file a written appeal to the Village Manager. Copies of this appeal will be sent to the Grievance Committee, the Union representative(s) and the Fire Chief. Within ten (10) days of the receipt of this appeal, the Village Manager or his designee shall convene a meeting, at a mutually agreed date and time, with the Grievance Committee, the Union representative(s), employee(s) involved (if applicable) and Fire Chief to review the grievance, the Village's answers and findings arrived at in Steps 1 and 2. The Village Manager or his designee shall render the Village's answer in writing, within ten (10) calendar days of the meeting date, sending copies to the aggrieved employee(s) (if applicable), the Grievance Committee, Union representative(s) and Fire Chief.

### **Step 4: Arbitration.**

If the grievance is not settled in accordance with the foregoing procedure, the Union may request that the grievance be submitted for binding arbitration by giving written notice to the Village Manager within ten (10) days after receipt of the Village Manager's answer in Step 3. The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator within seven (7) days after the request for arbitration has been filed, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties no later than twenty (20) days after the Union's notification to the Village Manager to submit from its grievance arbitration panel simultaneously to both parties an identical list of seven (7) names of persons who are members of the National Academy of Arbitrators and are residents of Illinois, Wisconsin, Iowa or Indiana. Both the Village and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name. The other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator, provided, that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s). The parties agree that grievance arbitration hearings held pursuant to this procedure shall be expedited on all issues except for matters of discharge and/or suspension. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision and/or award to the Village and to the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this agreement to the facts of the grievance presented. Subject to the arbitrator's compliance with provision of this section, the decision of the arbitrator shall be final and binding.

The fees and expenses of the arbitrator shall be borne equally by the Village and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

### **Section 8.4: Time Limits.**

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Step 1. If a grievance is not appealed within the time limits for appeal set forth in Steps 2 and 3, it shall be deemed to have been waived; provided, however, the parties may agree in writing to extend any time limitation. If the Village fails to provide an answer within the time limits provided, the Village shall be deemed to have waived the right to assert untimeliness by the Union with respect to the grievance. All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations.

When used in this contract, the term “days” or “calendar days” means days of the week, Monday through Friday, excluding Saturdays, Sundays and Holidays.

## **ARTICLE IX: PROMOTION**

### **Section 9.1: New Classifications**

The Village shall provide the Union job descriptions for all classifications within the bargaining unit and thirty (30) calendar days advance notice of any proposed changes or additions to existing job descriptions.

If the Village creates new classifications within the bargaining unit, the Union shall be provided with thirty (30) calendar days advance notice. The parties shall meet over a period of at least forty-five (45) calendar days at mutually agreeable times and negotiate with respect to wage rates, hours and other conditions of employment for the new classification. Each party’s representative(s) shall give fair consideration of the other party’s proposals. In the event the parties are unable to reach agreement, any disputes as to the Village’s or Union’s proposals that constitute a mandatory subject of bargaining shall, at the election of either party, be referred to arbitration for resolution in accordance with the procedures of Section 14 of the IPLRA, as modified below, except that the neutral chairman shall be selected in accordance with Section 23.5 of this Agreement.

The arbitrator’s authority as to any disputes as to wage rates shall be to determine whether the wage rate for the new classification bears a proper relationship to the wage rates of the classification set forth in the labor contract. Any disputes as to other issues shall be determined in accordance with applicable standards of Section 14(h).

In any arbitration under this Section, there is a presumption that the hours and other conditions of employment in the Agreement shall apply to the newly created classification. Should the party asserting that the existing hours and other conditions of employment contained in the agreement are inapplicable to the newly created classification, fail to establish the unique character of the newly created classification, the interest arbitrator shall proceed no further as to the issues relating to hours and other conditions of employment. If, however, the interest arbitrator is satisfied that the newly created classification presents unique circumstances requiring the establishment of hours and/or other conditions of employment which differ from those included in the Agreement, that interest arbitrator shall decide those issues under the statutory criteria and procedures established by Section 14(h) of the IPLRA. The arbitrator must address the issue of the asserted inapplicability of the existing hours and conditions of employment to the newly created classification before proceeding to the wage issue in dispute.

### **Section 9.2: Promotion to the Rank of Fire Inspector**

#### **A. General**

In the case of a vacancy in the position of Fire Inspector, the vacant position shall be posted in all Fire Stations for a period of fourteen (14) calendar days. In the event that there are two or more eligible candidates as defined below in Section 9.2.C, a selection process shall be conducted as described below in Sections 9.2.D and 9.2.E to fill the vacant position. In the event only one (1) eligible candidate applies for the position during the posting period, that eligible candidate shall be appointed to the vacant position at the conclusion of the posting period.

## **B. Vacancies**

This Section applies to promotions to vacancies in the ranks of Fire Inspector. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated. If a vacated position is not filled due to a lack of funding or authorization is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

## **C. Eligibility**

All promotions shall be made from employees in the next lower rank who have at least three (3) years of seniority in the Oak Park Fire Department. Anniversaries of service that affect eligibility will be considered to occur on January 1 of the year the promotional process is administered, i.e., at least three (3) years of service on or before January 1. The fire fighter shall be Illinois State certified as Fire Fighter III. State certification as Fire Inspector I shall be obtained prior to examination and if not, as early as is practicable after a fire fighter is promoted to Fire Inspector.

## **D. Rating Factors and Weights**

All examination components shall relate to those matters that will test the candidate's knowledge and ability to discharge the duties of the promoted position. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following four components weighted as specified:

1. Written Examination	60%
2. Oral Examination	15%
3. Seniority	10%
4. Ascertained Merit	<u>15%</u>
	100%

## **E. Test Components**

1. The written test shall be determined by a job analysis and represent the performance domain of the promoted position in accordance with the standards for content validity as stated in the 1978 Uniform Guidelines on Employee Selection Procedures. The written test shall comprise sixty percent (60%) of a candidate's total score.
2. The Oral Examination(s) will be conducted by a panel composed of:
  - (a) The Battalion Chief for Fire Prevention Bureau (or the functional equivalent to, in the event of any change in title) or if the Battalion Chief for the Fire Prevention Bureau is unable to serve due to incapacity an officer above the rank of Lieutenant will be designated by the Fire Chief; and



- (b) A designee (who shall not be a member of the Fire Department) appointed by the Human Resources Director; and
- (c) A designee (who shall be a member of Local 95) appointed by Local 95.

The results of the oral examination shall be determined by the nominal grouping process. The oral examination shall be job-related and shall be maintained in strict confidentiality prior to administration. The oral examination shall comprise fifteen percent (15%) of a candidate's total score.

- 3. Seniority Points: Each candidate shall receive one-half (0.5) point for each year of service beginning at the date of initial appointment to the Oak Park Fire Department of service up to their twentieth (20th) year of service. Seniority shall comprise ten percent (10%) of a candidate's total test score.
- 4. Ascertained Merit: Ascertained merit shall comprise fifteen percent (15%) of a candidate's total test score.

Fire Prevention Officer I	5 points
Instructor I	1 point
Management I	1 point
Management II	1 point
Tactics I	1 point
Fire Prevention Principles	1 point
Fire Investigator	3 points
Fire Prevention Inspector II	2 points

#### **F. Eligibility List**

The candidate(s) receiving the highest passing score as determined by the above process shall be appointed to the vacant Fire Inspector position. The promotional eligibility list shall be effective for a period not to exceed three (3) years.

#### **G. Right to Review**

The Union or any affected employee who believes that an error has been made with respect to eligibility to take the examination, examination results, placement or position on the promotion list shall be entitled to a review of the matter. A grievance may be filed under the grievance/arbitration procedure of this Agreement subject to the following conditions:

- 1. The grievance shall be limited to disputes relating to a claim that the Village failed to follow the requirements of this Article in administering the test; and
- 2. The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by the evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.

#### **H. Fire Inspector Probationary Period**

A newly appointed Fire Inspector will serve a probationary period of one (1) year before permanent status as a Fire Inspector.

#### **I. Withdraw from Fire Inspector Rank**

A Fire Inspector may resign from the ranks of Fire Inspector and return to a Fire Fighter's position, but only if he/she has served a minimum of 12 months in the position. The vacancy shall be filled according section 9.2 of this agreement.

#### **J. Reduction in Fire Department**

Any reduction in force required by the Village will allow the affected employee to return to a Fire Fighter's position as determined by seniority rights.

#### **K. Hours of Work**

The Fire Inspector's hours of work shall be those established in Section 11.1, B., "7.5 Hour Shift".

#### **L. Terms and Conditions**

1. All other terms, benefits and conditions of employment provided by this Agreement shall be equally applicable to the rank/position of Fire Inspector.
2. In the event that the newly appointed Fire Inspector does not possess the Fire prevention Officer 1 certification at the time of promotion or at the conclusion of the normal probationary period of one (1) year, he/she shall be required to pass the required examinations and obtain the Fire Prevention Officer 1 certification within two (2) years of his/her appointment to the position. Failure to pass the required examinations and obtain the Fire Prevention Officer 1 certification within the two (2) year period will result in the Fire Inspector's demotion to his/her previous rank, thus creating a vacancy in the Fire Inspector position. The demoted Fire Inspector shall not be considered eligible to apply for a Fire Inspector position for a period of one (1) year following his/her demotion.

#### **M. Salary**

The Fire Inspector's salary shall be established at 12.5% above the Fire Fighter's Annual Salary at Step G and shall be included in Appendix "A".

The Union's agreement to the Fire Inspector pay differential shall not be used by the Village to prejudice or otherwise adversely impact the rank differential between the rank of Fire Fighter and Lieutenant at maximum base salary established by a prior interest arbitration award.

#### **N. Filing Temporary Fire Inspector Vacancies**

Temporary vacancies in the position of Fire Inspector shall be filled from fire fighters in the bargaining unit according to the following procedure:

1. The temporary vacancy shall be posted in each fire house for a period of seven (7) business days.
2. Interested and qualified Fire Fighters shall submit a memo to the Fire Chief indicating their interest in the position during the posting period.
3. When more than one qualified Fire Fighter signs up for the temporary appointment, the most senior employee shall be assigned.

4. The Fire Fighter assigned shall be paid in accordance with Section 9-2M of this Agreement.
5. When the regularly assigned inspector returns to regular duty, the temporarily appointed Fire Fighter shall be returned to his previous regular duty assignment.
6. If the temporary vacancy is not filled in accordance with the above procedure, the Chief shall assign the least senior qualified person.

For the purpose of this Section, a temporary vacancy shall be defined to be an absence or projected absence from regular duty of the regularly assigned inspector for a period of thirty (30) days or longer due to extended leave or incapacity. When the vacancy becomes permanent, it shall be filled in accordance with Section 9.2O.

#### **O. Filing Permanent Fire Inspector Vacancies**

If the vacancy is not filled in accordance with the above procedure, the least senior qualified Fire Fighter shall be assigned to the position for a period of six (6) months. If after the six months, no qualified Firefighter volunteers for the position, the next least senior qualified Firefighter shall fill the vacancy for a six (6) month period. This rotation, of the least senior qualified Firefighter filing the position for six months shall continue until there is a volunteer for the position.

The Village shall repost the job vacancy every three months until a qualified volunteer is found to fill the position. If a qualified Fire Fighter applies for the position during the prescribed posting procedure as defined in section 9.2 N of this agreement, he/she shall be appointed to the position as defined above in section 9.2A of this agreement. Should more than one qualified Firefighter apply for the permanent position, the above described testing procedure will be followed to fill the vacancy.

### **Section 9.4: Promotion to the Rank of Lieutenant**

#### **A. General**

Promotions to the rank of Fire Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotion Act (50ILCS724/), effective August 4, 2003, HB 988, Public Act 93-411 (hereinafter the "Act"). A copy of the Act is attached as "Appendix W" to this Agreement. Except where expressly modified by the terms of this Article, the procedure for promotions shall be made in accordance with the provisions of the Act.

#### **B. Vacancies**

This Article applies to promotions to vacancies in the ranks of Lieutenant. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated, and on the same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

#### **C. Eligibility**

All promotions shall be made from employees in the next lower rank who have at least ten (10)

years of seniority in the Oak Park Fire Department, hold the certification of Fire Apparatus Engineer (FAE), and hold the certification of Fire Officer I provisional or higher by the Office of the State Fire Marshall. Anniversaries of service that affect eligibility will be considered to occur during the year the promotional process is administered, i.e., at least ten (10) years of service on or before December 31. All eligibility requirements must be completed at the time of application.

#### D. Rating Factors and Weights

All examination components shall be impartial and shall relate to those matters that will test the candidate's knowledge and ability to discharge the duties of the promoted position. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following four components weighted as specified:

1. Written Examination	40%
2. Assessment Center	25%
3. Seniority Points	20%
4. Ascertained Merit	15%
Total	100%

#### E. Test Components

Failure of a candidate to participate in any component of the test shall not disqualify the candidate from participating in any subsequent component of the promotional process; however, any candidate who does not attain a minimum passing score of seventy percent (70%) on the written exam and fifty percent (50%) on the assessment center shall not be placed on the final eligibility list.

1. **Written Examination:** The written test shall be determined by a job analysis and represent the performance domain of the promoted position in accordance with the standards for content validity as stated in the 1978 Uniform Guidelines on Employee Selection Procedures. The written test shall comprise forty percent (40%) of a candidate's total score.
2. **Assessment Center:** The company or authority chosen to administer the Assessment Center, shall be impartial and shall be chosen by the Village. The assessors in the process shall have no prior relationship or bias to any candidate. If a conflict of interest or bias is raised regarding an assessor it shall be resolved between the Village and Union. If the Village and Union are unable to resolve the issue, section G shall be used to resolve the matter. The Assessment Center shall comprise twenty-five percent (25%) of a candidate's total score.
3. **Seniority Points:** Each candidate shall receive one (1) point for each year of service beginning at the date of initial appointment to the Oak Park Fire Department of service up to their twenty-fifth (25<sup>th</sup>) year of service. Seniority shall comprise of twenty percent (20%) of a candidate's total test score.
4. **Ascertained Merit:** A maximum of fifteen (15) points can be earned by completing any combination of the items below; however, no more than ten (10) points can be earned using a combination of b, c, d and dd:

Ascertained Merit	Maximum Points
a. Completion of each term on the Fire Pension Board	2
b. Completion of each term on the Local 95 Governing Board	2

c. Completion of each term on the Local 95 Negotiating Team	2
d. Completion of each term on the Local 95 Grievance Team	2
e. Instructor II (state certified)	1
f. Associate Degree or sixty (60) semester hours from an accredited college or university; or	6
Bachelor Degree from an accredited college or university; or	8
Master Degree from an accredited college or university	10
Successful completion of training and possession of certification for the following:	
g. Fire Service Vehicle Operator	1
h. Fire Investigator	3
i. Confined Space Operations	1
j. Trench Rescue Operations	1
k. Trench Rescue Technician	1
m. Hazardous Material Technician A	1
n. Hazardous Material Technician B	1
o. Vertical Rescue I	1
p. Vertical Rescue II	1
q. Structural Collapse Operations	1
r. Structural Collapse Technician	1
s. Roadway Extraction	1
t. Current Child Safety Seat	1
u. Juvenile Fire Setter	1
v. Fire Prevention Officer	1
w. Fire Prevention Inspector II	1
x. Fire Department Incident Safety Officer	1
y. Vehicle and Machinery Operations	1
z. Vehicle and Machinery Technician	1
aa. Rapid Intervention Company Operations	1
bb. RIT Under Fire	1
cc. Smoke Divers	1
dd. Completion of each year of preceptor	1
ee. Fireground Company Officer School (IFSI)	1
ff. Fireground Company Officer Academy (RFA)	1
gg. "Certified" Hands-On Company Officers	1
hh. Current Peer Fitness Trainer Certification	1

Certifications must be current at the time merit points are posted. Members who have met the requirements for the particular certification and have proof of submitting the required paperwork prior to the posting of the merit points shall be granted the appropriate merit points. Ascertained merit shall comprise twenty percent (20%) of a candidate's total test score.

## **F. Scoring Components**

### **1. Veteran Preference Points**

Members of the classified service in the fire department who were engaged in a military or naval service of the United States at any time for a period of one year, and who were honorably discharged there from, who are now or who may hereafter be on inactive or reserve duty in such military or naval service, not including, however, persons who were convicted by court-martial of disobedience of orders where such disobedience consisted in the refusal to perform military service on the ground of alleged religious or conscientious objections against war, and whose name appears on existing promotional eligibility registers or any promotional eligibility register that may hereafter be created shall receive additional points subject to the

provisions stated below.

Qualifying members whose names appear on promotional eligibility registers shall receive additional points by adding to the total score which includes the written test, seniority, ascertained merit and Chief points, 7/10 of one point for each 6 months or fraction thereof of military or naval service not exceeding 30 months for a maximum total of 3.5 points. No person shall receive the additional points for military service after he/she has received one promotion from an eligibility list on which he/she was allowed such preference.

It shall be the responsibility of the candidate to provide evidence of qualifying military service (DD214 Copy #4) along with their written application for veteran preference points in order to be considered for additional points reflecting military service. The final adjusted promotional list, containing any adjustments for veteran's points, shall be posted after ten (10) day period has expired.

#### **G. Right to Review**

The Union or any affected employee who believes that an error has been made with respect to eligibility to take the examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter. A grievance may be filed under the grievance/arbitration procedure of this Agreement subject to the following conditions:

1. The grievance shall be limited to disputes relating to a claim that the Village failed to follow the requirements of this Article in administering the test;
2. The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by the evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.

#### **H. Order of Selection**

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest-ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest-ranking person on the list. Unless the reasons for passing over the highest-ranking person are not remedial, no person who is the highest-ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in Article VIII of this Agreement.

#### **I. Maintenance of Promotional Lists**

Final eligibility lists shall be effective for a period of three (3) years. The Village shall take all necessary steps to ensure that the Board of Fire and Police Commissioners maintain in effect current eligibility lists so that promotional vacancies are filled no later than sixty (60) days after the occurrence of the vacancy.

## **Section 9.5: Promotion to the Rank of Battalion Chief**

### **A. General**

Promotions to the rank of Battalion Chief shall be conducted in accordance with the provisions of the Fire Department Promotion Act (50ILCS724/), effective August 4, 2003, HB 988, Public Act 93-411 (hereinafter the “Act”). A copy of the Act is attached as “Appendix W” to this Agreement. Except where expressly modified by the terms of this Article, the procedure for promotions shall be made in accordance with the provisions of the Act.

### **B. Vacancies**

This Section applies to promotions to vacancies in the rank of Battalion Chief. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated, and on the same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

### **C. Eligibility**

All promotions shall be made from employees in the rank of Lieutenant who have at least thirteen (13) years of seniority in the Oak Park Fire Department and three (3) years in the rank of Lieutenant on the date the merit points are posted and have successfully completed sixty (60) semester credit hours of college-level coursework at an accredited college or university and hold the certification of Fire Officer II or higher by the Office of the State Fire Marshal. Anniversaries of service that affect eligibility will be considered to occur during the year the promotional process is administered, i.e., at least thirteen (13) years of service on or before December 31. All eligibility requirements must be completed at the time of application.

### **D. Rating Factors and Weights**

All examination components shall be impartial and shall relate to those matters that will test the candidate’s knowledge and ability to discharge the duties of the promoted position. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following seven components weighted as specified:

1. Written Examination	40%
2. Assessment Center	25%
3. Seniority Points	20%
4. Ascertained Merit Points	15%
Total	100%

### **E. Test Components**

Failure of a candidate to participate in any component of the test, shall not disqualify the candidate from participating in any subsequent component of the promotional process; however any candidate who does not attain a minimum passing score of seventy percent (70%) on the written exam and fifty percent (50%) on the assessment center shall not be placed on the final

eligibility list.

1. **Written Test:** The written test shall be determined by a job analysis and represent the performance domain of the promoted position in accordance with the standards for content validity as stated in the 1978 Uniform Guidelines on Employee Selection Procedures. The written test shall comprise forty percent (40%) of a candidate's total score.
2. **Assessment Center:** The company or authority chosen to administer the Assessment Center, shall be impartial and shall be chosen by the Village. The assessors in the process shall have no prior relationship or bias to any candidate. If a conflict of interest or bias is raised regarding an assessor it shall be resolved between the Village and Union. If the Village and Union are unable to resolve the issue, section G shall be used to resolve the matter. The Assessment Center shall comprise twenty-five percent (25%) of a candidate's total score.
3. **Seniority Points:** Each candidate shall receive one (1) point for each year of service beginning at the anniversary date of their twelfth (12<sup>th</sup>) year of service in the Oak Park Fire Department, through their twenty-second (22<sup>nd</sup>) year of service. Seniority shall comprise twenty percent (20%) of a candidate's total test score.
4. **Ascertained Merit:** A maximum of fifteen (15) points can be earned by completing any combination of the following, however, no more than ten (10) points can be earned by a combination of b, c and d:

Ascertained Merit	Maximum Points
a. Completion of term or terms on the Fire Pension Board	2
b. Completion of a term or terms on the Local 95 Governing board	2
c. Completion of a term or terms on the Local 95 Negotiating Team	2
d. Completion of each term on the Local 95 Grievance Team	2
e. Bachelor Degree from an accredited college or university	8
f. Master Degree from an accredited college or university	10

Successful completion of training and possession of state or national certification in the following:

g. Fire Investigator	1
h. Confined Space Operations	1
i. Trench Rescue Operations	1
j. Trench Rescue Technician	1
k. Hazardous Material Technician A	1
l. Hazardous Material Technician B	1
m. Vertical Rescue I	1
n. Vertical Rescue II	1
o. Structural Collapse Operations	1
p. Roadway Extrication	1
q. Fire Prevention Officer	1
r. Fire Prevention Inspector II	1
s. Fire Department Incident Safety Officer	1
t. Vehicle and Machinery Operation	1
u. Vehicle and Machinery Technician	1

5. Certifications must be current at the time the merit points are posted. Members who have met the requirements of the particular certification and have proof of submitting the required paperwork prior to the posting of the merit points shall be granted the appropriate merit points.



Ascertained merit shall comprise fifteen percent (15%) of a candidate's total test score. Under 4b and 4c Local 95 Governing Board and Local 95 Negotiating Team includes time served on Governing Board and Negotiating Team.

## **F. Scoring Components**

### **Veteran Preference Points**

Members of the classified service in the fire department who were engaged in a military or naval service of the United States at any time for a period of one year, and who were honorably discharged there from, who are now or who may hereafter be on inactive or reserve duty in such military or naval service, not including, however, persons who were convicted by court-martial of disobedience of orders where such disobedience consisted in the refusal to perform military service on the ground of alleged religious or conscientious objections against war, and whose name appears on existing promotional eligibility registers or any promotional eligibility register that may hereafter be created shall receive additional points subject to the provisions stated below.

Qualifying members whose names appear on promotional eligibility registers shall receive additional points by adding to the total score which includes the written test, seniority, ascertained merit and Chief points, assessment center points and oral interview points, 7/10 of one point for each 6 months or fraction thereof of military or naval service not exceeding 30 months for a maximum total of 3.5 points. No person shall receive the additional points for military service after he/she has received one promotion from an eligibility list on which he/she was allowed such preference. It shall be the responsibility of the candidate to provide evidence of qualifying military service (DD214 Copy #4) along with their written application for veteran preference points in order to be considered for additional points reflecting military service. The final adjusted promotional list, containing any adjustments for veteran's points, shall be posted after ten (10) day period has expired.

## **G. Right to Review**

The Union or any affected employee who believes that an error has been made with respect to eligibility to take the examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter. A grievance may be filed under the grievance/arbitration procedure of this Agreement subject to the following conditions:

1. The grievance shall be limited to disputes relating to a claim that the Village failed to follow the requirements of this Article in administering the test; and
2. The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by the evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.

## **H. Order of Selection**

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest-ranking

person is passed over, the appointing authority shall document its reasons for its decision to select the next highest-ranking person on the list. Unless the reasons for passing over the highest-ranking person are not remedial, no person who is the highest-ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in Article VIII of this Agreement.

#### **I. Maintenance of Promotional Lists**

Final eligibility lists shall be effective for a period of three (3) years. The Village shall take all necessary steps to ensure that the Board of Fire and Police Commissioners maintain in effect current eligibility lists so that promotional vacancies are filled no later than sixty (60) calendar days after the occurrence of the vacancy.

#### **Section 9.6: Lieutenant of Training**

- A. The Lieutenant of Training position shall be a bargaining unit position filled from the rank of Lieutenant.
- B. The Lieutenant of Training position shall be assigned by the Chief, from a qualified volunteer. If there are no volunteers, the position shall be filled by selecting a Lieutenant according to the following procedure:

The employee assigned shall be selected randomly from all Lieutenants who:

- 1. Have completed at least 18 months of service as a Lieutenant.
- 2. Have not been regularly assigned to the position of training officer during the 3 years previous to the date of the appointment.

The Lieutenant of Training may resign from the position of Lieutenant of Training and return to a 24-Hour Shift Lieutenant's position after a term of one year and return to a 24-hours shift Lieutenant's position only if provisions are made to appropriately fill the vacated position provided that the procedures described here shall be taken to fill the position.

Any reduction in force required by the Village will allow the affected employee to return to a 24-Hour Shift Lieutenant's position as determined by seniority rights.

The normal hours of work for the Lieutenant of Training shall be those established in Section 11.1, B., "7.5 Hour Shift."

All other terms, benefits and conditions of employment provided by this Agreement shall be equally applicable to the rank/position of Lieutenant Assigned to Days.

- C. The Lieutenant of Training's salary at Step 32H shall be included in Appendix "A".
- D. Temporary vacancies in the position of Lieutenant of Training shall be filled from Lieutenants who are bargaining unit employees according to the following procedure:
  - 1. The temporary vacancy shall be posted in each fire house for a period of seven (7) business days.
  - 2. Interested and qualified employees shall sign up for the position during the posting period.
  - 3. When more than one qualified employee signs up for the temporary appointment, the most senior Lieutenant by rank, shall be assigned.

4. If no employee volunteers to fill the temporary vacancy, the temporary vacancy shall be filled as provided in #B above.
5. The employee assigned shall be paid in accordance with section 9.6C of the agreement.
6. When the regularly assigned Lieutenant of Training returns to regular duty, the temporarily appointed employee shall be returned to his previous regular duty assignment.
7. The Training Lieutenant shall not be required to respond, on a twenty-four (24) hour per day basis, to all alarms in the Village of Oak Park or to "Special Team" callouts in Division 11. In the case of emergency call backs they shall respond as any other employee as described in 11.3D.

For the purpose of this Section, a temporary vacancy shall be defined to be an absence of projected absence from regular duty of the regularly assigned Training Lieutenant for a period of thirty (30) days or longer due to extended leave or incapacity. When the vacancy becomes permanent, it shall be filled in accordance with Sections 9.6A and 9.6B unless there are no volunteers to fill the permanent vacancy.

#### **E. Salary**

The officer assigned as Training Lieutenant shall be subject to the conditions shown in Appendix E and receive the following annual Training Lieutenant pay which shall be set at a rate equal to twelve and one-half percent (12.5%) above the top step of the Lieutenant pay effective on January 1 of each year of this Agreement.

### **ARTICLE X: PROBATIONARY PERIOD**

No appointment to the position of Fire Fighter shall be deemed permanent until after the expiration of a period of one (1) year probationary service from the date of original appointment. Other terms and conditions of probationary service shall be in compliance with the Rules and Regulations of the Board of Fire and Police Commissioners, Entry-Level Appointment Committee Rules dated August 19, 2006 with the exception of Section VI (Rules Governing the Entry Level Exam Process), Subsection 20(A), provided that the Rules and Regulations are not inconsistent with the terms of this Agreement.

### **ARTICLE XI: HOURS OF WORK AND OVERTIME**

#### **Section 11.1: Normal Workday and Work Cycle**

##### **A. 24-Hour Shift**

The normal shift schedule for Employees whose principal assignment is fire suppression and/or EMS duty shall be twenty-four (24) consecutive hours of duty, normally beginning at 7:30 a.m., followed by forty-eight (48) consecutive hours off duty. The normal work-cycle for such Employees shall be nine (9) such twenty-four (24) hour shifts within a twenty-seven (27) calendar day period. The hours thus generated shall be reduced by scheduling a "Kelly Day" off duty every tenth shift. Employees working the 24-hour shift described above work 2629.8 annual hours.

Nothing in this Section shall be deemed to interfere with the Village's rights to transfer employees from one shift to another for operational or other legitimate reasons, to assign overtime

work, to establish temporary work schedules different from the above for employees whose principal assignment is not fire suppression and/or EMS duty, and to establish temporary work schedules different from the above to accommodate conflicting class schedules for employees assigned or electing to undergo training.

Employees assigned to 24 hour shifts may be assigned to perform in service fire inspection duties in addition to their regular Company assignments. If such duties are assigned, they shall be performed by the Company to which they are assigned as a unit during the hours of 9:00 A.M. and 5:00 P.M.

For the purpose of this Section, "assigned as a unit" means the Company will be dispatched to the site as a unit and upon arriving at the location individual members of the Company may be assigned inspections of establishments in close proximity to the apparatus. Radio communication shall be maintained among all members of the Company at all times in order to ensure immediate return of the apparatus in the event of an alarm.

#### **B. 7.5 Hour Shift**

The normal shift schedule for employees whose principal assignment is Fire Inspection shall be a 37.5 hour per week schedule, consisting of a regular 7.5 hour shift, Monday through Friday, commencing at 8:30 AM and ending at 5:00 PM, or at times as are mutually agreeable between the Chief or his designee and the employee. The normal shift schedule may be modified to any other schedule consisting of 37.5 hours that is mutually agreeable to the parties. All such employees shall be granted a one (1) hour unpaid lunch period during each work shift and, whenever possible, the lunch period shall be scheduled at the middle of each shift. Further, all such employees shall be granted two (2) fifteen (15) minute rest periods during each workday. If such employees are required to work beyond their regular 7.5 hour shift or on a Saturday, Sunday or Holiday, they shall be paid at the applicable overtime rate provided by Sections 11.2, 11.3, or 11.4, subject to the following exception: In any calendar year, the Fire Chief may designate an aggregate total of ten (10) shifts on a Saturday or Sunday (non-holidays) during which one of the Fire Inspectors may be assigned public education duties (e.g., block parties, other public education activities, etc.) without incurring liability for overtime pay. Employees working the 7.5-hour shift described above work 1950.0 annual hours.

If such an assignment is to be made, the employee shall be afforded at least seven (7) calendar days' prior notice. The assignment shall be for a consecutive work period not longer than four hours unless otherwise agreed with the employee and with notice to the Union and an equal compensatory reduction in the employee's hours of work for that work week shall be made. (Example: an employee is to be assigned to work a Saturday from 9:00 A.M. to 1:00 P.M., the employee's regularly scheduled Monday through Friday work shifts for that week would be reduced by four (4) hours or other agreed upon time.) Whenever possible, the employee's preference as to scheduling of the compensatory reduction hours shall be respected.

#### **C. FLSA 7G Work Details**

The Union agrees to this action under the present exigent circumstances and do so without waiver and without prejudice to our prospective bargaining rights.

In accordance with Article 7 (g) of the FLSA, the parties agree that the straight time hourly rate for work within the duties of the Fire Prevention Bureau, Training Division, Public Education, Emergency Medical Service Coordination and Emergency Management / Preparedness shall be sixteen dollars and thirty three cents per hour (\$16.33). All assigned hours in these positions shall be during the employee's off duty hours between the hours of 8:00 A.M. and 5:00 P.M. and shall

be paid at the rate of time and one half (1.5) the straight time hourly rate (i.e. \$16.33 x 1.5 = \$24.50).

After each year of participation in 7G work details the employee's wage rate shall increase as below on the anniversary date for which they started the program:

After 1 year	\$25.88	After 2 years	\$26.96
After 3 years	\$28.05		

The 7g work detail hours are flexible in that members can set their hours depending on the work that needs to be accomplished. Start time is 8:00 A.M. Members who are assigned to 7g work details can work the number of hours necessary for them complete the agreed upon work. A detailed description of work details is referenced in appendix E of this agreement. Employees shall not perform 7G work detail while on long-term injury or sick leave. Employees returning from sick leave or long term injury shall not perform 7G work detail unless they have an appropriate release from their treating physician and it has been submitted and approved by the Village and the Chief.

This section does not apply to employees assigned to 7G work while on duty as part of a light or restricted duty assignment by the Village.

## **Section 11.2: FLSA Overtime**

Employees assigned to 24-hour shifts shall receive additional compensation at one-half (½) the employee's regular straight-time hourly rate of pay for all hours worked in excess of 204 hours in the employee's normal 27-day work cycle. Entitlement to such overtime pay shall be accrued in fifteen (15) minute increments. For purposes of this Article, hours worked shall mean hours actually worked and shall not include any uncompensated periods, leaves of absence, sick leave, holidays, vacation days "minimum guarantee" hours in excess of hours actually worked, or any other paid or unpaid time off.

## **Section 11.3: Overtime**

### **A. General Overtime**

Unless otherwise provided for in this Section, when an employee, at the request of the Village in accordance with the applicable O.T. assignment procedure, works a partial or full shift which the employee has not been scheduled to work, or when the employee is called back for overtime work, the employee shall be compensated at one and one-half (1 ½) times his/her regular straight-time hourly rate of pay for all hours worked outside his/her normal shift.

The parties agree to meet mid-contract term to negotiate and incorporate language concerning the use of an electronic notification system for scheduling and overtime procedures.

### **B. Mid-Shift Call Backs**

Bargaining Unit Members called back to work after having left work shall be paid a minimum of three hours pay at the overtime rate, unless the time extends into the employee's regular work shift.

Bargaining Unit Members shall be called and offered the overtime assignment on a rotational basis based upon their priority on the work-in list at the time the vacancy occurs. Such priority shall be, as follows: The affected shift would call their off-duty personnel first. The on-coming shift would then be contacted next. If the vacancy still exists, it is then passed to the shift working prior to the vacancy. This shift is ultimately responsible for filling the vacancy. The Bargaining Unit Member's

acceptance of such mid-shift overtime assignment will not be charged against the Bargaining Unit Member's work-in date unless the Firefighter had elected not receive credit for working-in on any previous work-in assignment of less than twelve (12) hours. If no Bargaining Unit Member accepts the assignment, the available Bargaining Unit Member with the oldest overtime work date shall be required to perform the assignment. If two Bargaining Unit Members have the same work-in date, the least senior Bargaining Unit Member will be required to work. No Employee on vacation or Kelly Day can be required to work the assignment.

Bargaining Unit Members ordered or who volunteer to accept the overtime assignment (i.e. the employee with the oldest O.T. work date) are covered under the Workers' Compensation program (820 ILCS 305 *et. seq.*) from the time they receive the call.

### **C. Hold Over or Shift Work Retention**

When an Bargaining Unit Member is requested by the Village to work additional hours either immediately preceding or immediately after his/her regular work shift without interruption, the Bargaining Unit Member shall be compensated at one and one-half (1½) times his/her regular straight-time hourly rate of pay for all hours worked outside his/her normal shift, with entitlement to such compensation to be accrued in fifteen (15) minute increments.

Each shift will maintain a Work-in List made up of the Fire Fighters and Lieutenants assigned to that shift with the Fire Fighter or Lieutenant with the oldest work-in date listed first. The list shall consist of three columns. The first column contains the names of the Fire fighters and Lieutenants on the respective shift. The second column is the last work-in date for which the Bargaining Unit Member received credit for working in. The third column lists any work-in dates the Bargaining Unit Member worked in less than twelve (12) hours for which they chose not to count towards their work-in date.

If an opening needs to be filled on a day in which a Firefighter is assigned to an acting position, Lieutenants shall be eligible to fill one overtime position. The Lieutenant shall be assigned either to the engine or truck in the Lieutenants position and shall never be used in an Engineer's or Firefighter's role. An exception to this standard shall apply when a Lieutenant needs to be hired back to fill in as an acting Battalion Chief and there are no Lieutenants on duty that day. In this instance, two Lieutenants must work in, one to staff the acting Battalion Chief position and one to staff the truck officer position. If there were two actors scheduled on that day, the Firefighter with the most amount of acting days shall be reassigned to a different role. If the Firefighters assigned to the acting positions each have the same amount of acting days, the least senior Firefighter shall be reassigned to a different role.

If an opening needs to be filled, a call for volunteers will be placed. If more than one Bargaining Unit Member volunteers, the Bargaining Unit Member with the oldest work-in date will get the opportunity to work in. If two Bargaining Unit Members volunteer and they have the same work-in date, the work-in opportunity will be offered to the most senior Bargaining Unit Member. If there are no volunteers, the Bargaining Unit Member with the oldest work-in date will be ordered to work. No Bargaining Unit Member shall be ordered to work if doing so will violate 11.11 of this agreement. If two Bargaining Unit Members have the same work-in date, the Bargaining Unit Member with the least seniority will be required to work. If a paramedic or specially trained Fire Fighter is needed to work in, the paramedic or specially trained Fire Fighter with the oldest work-in date will get the opportunity to work in. If there are no volunteers, the paramedic or specially trained Fire Fighter with the oldest work-in date will be ordered to work. Any Bargaining Unit Member going on vacation or a Kelly Day will not be required to work.

If a Bargaining Unit Member works in for less than twelve (12) hours, he/she has the option to get credit for working in or can pass on the credit for working in and not change his/her work-in date. The next time the Bargaining Unit Member works in, he/she will be given credit on the work-in list regardless of the length of time worked and will be placed at the bottom of the work-in list.

No credit will be given for Bargaining Unit Member called back to work unless it is to replace another Bargaining Unit Member.

Bargaining Unit Members who change shifts shall carry their work-in date from their former shift, and will be placed in the work-in column on their new shift according to their work-in date from their former shift. Bargaining Unit Members returning to the shift from the Fire Prevention Bureau will also be placed in the work-in column on their new shift according to their work-in date from their former shift assignment. If that Bargaining Unit Member has never been assigned to a twenty-four (24) hour shift, he/she shall be placed at the bottom of the shift's work-in list.

Probationary Firefighter/Paramedics shall be assigned to the bottom of the work-in list for minimum manning overtime once they reach Category I Paramedic status. The date a Probationary Firefighter/Paramedic is granted Category I status will be the date used in Telestaff for the work-in list. In the case that two or more Probationary Firefighter/Paramedic are granted Category I Paramedic status on the same date, they shall be placed on the work-in list in order of seniority with the least senior Probationary Firefighter/Paramedic at the bottom of the work-in list.

If a Bargaining Unit Member working in needs to be relieved, the Bargaining Unit Member providing relief shall be paid at the rate of time and one-half. The Bargaining Unit Member providing the relief will not receive credit on the work-in list.

Positions to be filled by working in will be filled by Fire Fighters up to and including two (2) Acting Lieutenant positions.

In the event that a Bargaining Unit Member from another shift is working and there is a need for a Bargaining Unit Member to work-in, the off-going shift members have the responsibility to fill the work-in position. The Bargaining Unit Member from another shift may volunteer to work in but only if no off-going shift members volunteer to work in. The work-in date shall be recorded on his/her work-in list as stated above. The Bargaining Unit Member from another shift shall not be ordered to work in.

#### **D. Emergency Call Back Pay**

In the event a Bargaining Unit Member is called back to the station because of an emergency call, the Bargaining Unit Member shall receive a minimum of four (4) hours pay at the rate of one and one-half (1½) times the Bargaining Unit Member's regular straight-time hourly rate from the time the Bargaining Unit Member reports for duty pursuant to the callback. All Bargaining Unit Members responding to an emergency call back are covered under the Workers' Compensation program (820 ILCS 305 *et. seq.*) from the time they receive the call. Call back of Bargaining Unit Members for emergency call back shall apply in cases of staffing shortages due to fire, riot, emergency weather or other catastrophic emergencies requiring that Bargaining Unit Members be called back for duty (*i.e.* the scheduled on-duty staffing is inadequate to meet the needs of the emergency).

#### **E. July 4th Detail**

If there is a need for a for July 4th Detail, the Village will hire four (4) off-duty Fire Fighters and two (2) off-duty Fire Lieutenants. Employees hired for the July 4<sup>th</sup> detail shall receive a

minimum of four (4) hours' pay at two (2) times the employee's regular straight-time hourly rate. If there are not four (4) firefighter volunteers and two (2) Fire Lieutenant volunteers to work the July 4th Detail, the least senior off-duty firefighters and the least senior Fire Lieutenants based on time-in-rank. No employee going on vacation or Kelly Days will be required to work.

#### **F. Special Duty Overtime Assignments**

When there is a need for bargaining unit members to work overtime either by volunteering and/or being ordered to work-in for special duty overtime assignment(s) [e.g., Flu Shot Vaccinations, Public Education, Parades, EMS coverage for special events in the Village, etc.] bargaining unit members shall be notified by Special Directive, which shall be read in quarters up to the date of the assignment, as soon as the fire department administration becomes aware of the need. Bargaining unit members shall be allowed to submit their names for the special duty overtime assignment(s) up to three (3) shift days prior to the date of the assignment. The fire department is not responsible for notifying members who are not on duty, for any reason, of the opportunity for overtime, with the exception of mid-shift call backs or emergency callbacks. The selection of bargaining unit members who volunteer to work such overtime/special duty assignments shall be based on the oldest work-in date of the members, regardless of shift. In cases of members having the same work-in date the assignment will be given to the member with seniority.

If there are no volunteers to fill the special duty assignment(s) by the end of the previous shift day (e.g., July 13<sup>th</sup> for the July 16<sup>th</sup> special duty assignment), the special duty assignment shall be offered to volunteers from the next two (2) shifts (e.g., Shift 1 and Shift 2). If no one volunteers by the end of their shift workday, the person(s) with the oldest work-in date(s) from the shift immediately prior to the vacancy shall be ordered to work-in. No one going on a Kelly Day or Vacation day shall be required to work-in.

If a fire fighter works-in for less than (12) twelve hours, he/she has the option to get credit for working-in or pass on the credit and not change his/her work-in date. The next time this individual work-in, he/she will be given credit on the work-in list regardless of the length of time and the fire fighter's name will be placed at the bottom of the work-list, if the employee had elected not to receive credit for work-in on any previous work-in assignment of less than 12 hours (Emergency call backs are not counted towards the work-in list)

#### **G. Statewide Deployment**

In the event that the department is requested to respond to a Statewide Deployment Plan personnel shall be selected and assigned to the detail based on the circumstances and type of deployment requested. Department members assigned to the deployment will be paid in accordance with Article 11. If the department member is not on their regularly scheduled duty day, any overtime pay begins at the time the Employee reports to the Oak Park Fire Department at the assigned time, or the designated Point of Departure (POD) as indicated by the Fire Chief, whichever is first. The member will be paid for periods of work beyond their normally scheduled duty days while assigned duties or restricted to worksites. The member will be paid up to the arrival back at the POD or Oak Park's main station, whichever is first.

If the deployment requires immediate dispatch of on-duty department personnel, qualified members may volunteer or be assigned to the deployment. Replacement of on-duty personnel shall be made using the appropriate contractual means of filling these positions depending on the circumstances and length of deployment. If the deployment allows an adequate time frame to offer the deployment assignment to any qualified department member, there will be an attempt to notify all off-duty members. Qualified department members will have a specified timeframe in which to



submit their names for deployment. Those qualified members volunteering will be selected using the appropriate work-in list. Qualified members having the same work-in date will be selected by seniority.

The resource being requested of the department determines which department members are qualified for the assignment. In the case where the deployment requires Oak Park Fire Department to respond with an ALS ambulance, fire fighter / paramedics would be the qualified department members. If the deployment calls for technical rescue team members only technical rescue members would be considered qualified.

This section only covers Statewide Deployment Plan request. This section does not cover inter-division or intra-division box card alarms.

#### **H. Advance Vacancy**

An “advance vacancy” shall be defined as one that is known or has occurred on or before one (1) shift work/duty day prior to that shift’s vacancy (e.g., Shift 3: known/occurred on or before July 13<sup>th</sup> – vacancy exists on July 16<sup>th</sup>). If the vacancy occurs after this time, the shift immediately prior to the vacancy shall fill the vacancy.

When a vacancy exists in advance of the scheduled shift work day and a call for volunteers is made, the assignment of the person who will be working in shall be completed by the last scheduled shift work day prior to that shift’s vacancy (e.g., If the advance vacancy for Shift 3 is July 16, the assignment of the volunteer to work in shall occur prior to the end of their shift work day of July 13).

If there are no volunteers to fill the vacancy by the end of the previous shift (e.g., July 13<sup>th</sup> for the July 16<sup>th</sup> vacancy), the vacancy shall be offered to volunteers from the next two (2) shifts (e.g., Shift 1 and Shift 2). If no one volunteers by the end of their shift workday, the person with the oldest work-in date from the shift immediately prior to the vacancy shall be ordered to work-in. No one going on Kelly Day or Vacation Day shall be required to work-in.

#### **Section 11.4: Compensation for Educational Courses**

An employee shall be compensated in accordance with U.S. Department of Labor (DOL) Wage and Hour Division regulations adopted pursuant to the FLSA for compensable time spent in educational courses or training required by the Village.

#### **Section 11.5: Shift Change**

A Fire Fighter permanently assigned to another shift will receive at least forty-eight (48) hours off between shifts. A permanent shift change is defined as one that lasts longer than three (3) months. A Fire Fighter assigned to a temporary shift change (one lasting less than three (3) months) and not receiving the normal forty-eight (48) hours off between shifts will be compensated with time off within three (3) months of the temporary shift change.

#### **Section 11.6: Trading Time**

Trading time (working days and Kelly Days) is subject to the rules and procedures set forth as follows:

An employee desiring an exchange of working days with another employee must fill out the required information on Fire Department Trade Form. The completed form must contain date on which it is submitted and is to be signed by both employees requesting the exchange. The trade form shall be

submitted to the officer responsible for the shift for approval. Trades must be made solely for the benefit of the employees involved.

The officer responsible for the shift may approve trades if the trade does not interfere with the normal operation of the Fire Department.

Shift staffing sheets are to be in the book by the 15th of the preceding month (i.e., July sheets shall be out by June 15). All trades shall be dealt with in an expeditious manner.

Trades must be repaid within a 12-month period from the date of the trade. The Fair Labor Standards Act also requires employers to keep records for the 12-month period. After the 12-month period, if the trade has not been repaid, it is no longer the responsibility of the employer to maintain those records. Further, it is the responsibility of the individuals involved to make certain the trade has been repaid prior to the conclusion of the 12-month period or the trade will be considered satisfied after that point in time.

#### **A. Employee Exchanges**

Any trades that are between two (2) employees which have been approved by the officer responsible for the shift and are entered on the shift sheets, shall be held binding.

#### **B. Trades to Open Slots**

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) personnel working on the day for which the trade is requested.

#### **C. Trades for Schooling**

Personnel requesting time off to attend schools or paramedic continuing education/recertification training hours outside of Oak Park shall be allowed to do so while on duty. Should the shift manning be above 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 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.

#### **D. Trades during Probation Period**

Probationary Firefighter/Paramedics will not be allowed to make shift trades until granted Category I Paramedic Status, unless trades are needed for special circumstances such as marriage, honeymoon, child birth, prepaid vacations, adoptions and/or sick family members.

If a trade request is not considered a special circumstance, the trade must be approved by the Fire Chief or his designee.

#### **Section 11.7: Compensatory Time**

At the option of the employee, in lieu of overtime pay, overtime hours worked pursuant to Sections 11.3 and 11.4 may be “banked” and used as compensatory time off under this section. The overtime hours thus banked may be taken as compensatory time off at a rate of one and one-half (1½) hours of compensatory time off for each hour worked, in accordance with the employee’s preference, subject to scheduling and approval of supervision. Such approval shall be administered as follows:

- A. If the shift sheets have been placed in the binder notice of the decision shall be given on the day of the request (as provided for in Section 11.6, Trading Time);
- B. If the sheets are not yet available, the employee shall be notified of the decision no later than the day the shift sheets are placed in the binder;
- C. The employee’s request shall be granted unless granting the time off request would unduly disrupt the operations of the Department as provided under the rules of the FLSA as amended and as applicable to Firefighters. For purposes of applying this section, the employee’s request shall be granted when the employee’s leave will not reduce the shift staffing below the regularly established minimum so as to require an overtime hire back. Request for compensatory time off shall have priority over requests for leave for schooling.
- D. Compensatory time must be taken in a minimum 4 hour blocks. If the employee has less than four (4) hours of compensatory time banked, the employee must use all of the hours in his/her bank.
- E. Compensatory time shall not be used more than once in a 24 hour shift

A maximum of forty-eight (48) hours of compensatory time off may be banked and accumulated under this section. Any hours earned over the banked forty-eight (48) hours, shall be reimbursed as overtime pay. Overtime at the rate of one and one-half (1½) times the Fire Fighter’s regular straight-time hourly rate of pay will be paid to the Fire Fighter in lieu of compensatory time off if the Fire Fighter is unable to use previously earned compensatory time off.

#### **Section 11.8: Regular Straight-Time Hourly Rate**

An employee’s regular straight-time hourly rate is computed by dividing the employee’s annual salary, which shall include compensation benefits paid to the employee pursuant to the terms of this Agreement (e.g., Paramedic Pay, Longevity Pay, Educational Pay, etc.) by 2629.8 annual hours.

#### **Section 11.9: No Pyramiding**

There shall be no pyramiding of overtime and compensation shall not be paid more than once for the same hours under any provision of this Agreement.

#### **Section 11.10: CPR & AED Instruction**

On duty personnel who are certified CPR/AED instructors may be assigned to conduct such classes during their regular shift. When the class is scheduled after 5:00 p.m., the Employee(s) involved shall be afforded a "holiday routine" on the morning of the day the class is scheduled.

Off duty personnel who are certified for instructing CPR or AED may volunteer to conduct such classes/training during any shift they are off duty. When the off-duty employee(s) come into work to conduct such classes/training, the employee(s) shall be compensated at one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay for all hours worked outside his/her normal shift.

Employees shall be called and offered this overtime assignment on a rotational basis based upon their priority on the volunteer list prior to the time the CPR/AED Class occurs. Such priority shall be, as follows: The volunteer(s) with the oldest date for conducting the CPR or AED Class will have priority over those volunteer(s) with earlier date(s).

The Employee's acceptance of the CPR or AED Instructor overtime assignment will not be charged against the Employee for holdover/work retention overtime assignment. If no Employee volunteers for the assignment, the available employee with the oldest date for conducting the CPR or AED Class overtime work shall be required to perform the assignment, (1) provided that no Employee on vacation or Kelly Day can be required to work the assignment; (2) provided there are at least ten (10) employees qualified to conduct the Class; and (3) provided that in no event shall any bargaining unit member be required to conduct a class two (2) consecutive times.

Prior to being assigned to lead a class such employee shall be allowed to assist at a class with a Certified Instructor, if he/she so requests.

#### **Section 11.11 Maximum Work Hours**

An Employee shall not work more than 72 scheduled work hours plus one hour without being off duty for twelve (12) consecutive hours. The definition of "scheduled work hours" shall mean the employee's shift day (gold, black or red), any day the employee trades into. It is the intent of this section that for reasons of employee safety, employees shall have 12 consecutive hours free from work assignments and this standard shall not be circumvented by making a trade, volunteering for overtime or being ordered to work-in beyond the seventy-two (72) hours plus one (1) hour period or other work assignments.

#### **Section 11.12**

Trades shall not result in the Village incurring overtime. (e.g. a firefighter working 48 hours on a trade leaves Station One at 7:30AM, the Village is not responsible for any overtime of any department member held over due to late arriving Firefighter. However, if an employee involved in a trade is responsible for performing job related functions (e.g. responding to calls, report writing, or restocking/maintain equipment) that lapse beyond shift change, the employee waiting to be relieved shall incur overtime until relieved.

### **ARTICLE XII: NO STRIKES - NO LOCK OUTS**

The Union, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown or other concerted stoppage of work. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. The Village will not lock out any employees as a result of a labor dispute with the Union. In any grievance proceeding for discipline under this Article, an arbitrator shall be restricted to determining whether or not the aggrieved employee, in fact, instigated, promoted, sponsored, engaged in, or condoned the activity prohibited by this Article.

### **ARTICLE XIII: LEAVES OF ABSENCES**

The Village agrees that Chief Officers shall comply with Sections 13.1 and 13.2 of this Agreement on immediately releasing eligible Union Representatives upon request. The Union representatives shall, when advance notice is possible, provide the Chief or his designee with reasonable advanced notice in writing as to the time in which leave is needed. (Grievance Settlement No. 96-08851).

#### **Section 13.1: Bargaining Representatives**

The Union may designate four (4) members to participate in the bargaining process as provided in Article V of this Agreement. Only two (2) employees shall be granted leave from duty with full pay for all meetings between the Union and the Village for the purpose of negotiating the terms of an Agreement when such meetings take place at a time during which such members are scheduled to be on duty.

#### **Section 13.2: Union Grievance Committee**

The four (4) members of the Union Grievance Committee and the Union representative shall be granted leave from duty with full pay for all meetings between the Union and the Village for the purpose of grievance hearings, as provided in Article V. When such meetings/hearings take place at a time during which such members are scheduled to be on duty, a maximum of two (2) employees shall be eligible for full pay per meeting.

#### **Section 13.3: Union Conventions**

Leaves of absence without pay may be granted to the extent that there is no interference with Fire Department operations as determined by the Village, to employees who are elected, delegated or appointed to attend conventions or educational conferences of the Union. Requests for such leave shall be submitted in writing by the Union to the Fire Chief at least thirty (30) days in advance of the time requested for leave. The Fire Chief shall respond in writing no later than five (5) days following the receipt of the request.

#### **Section 13.4: Vacation**

The parties hereto agree that vacations for each calendar year shall be drawn by employees on the basis of rank and seniority, by shift to the extent that such scheduling will not interfere with the normal operations of the Fire Department, three (3) employees per shift, covered by the terms of this agreement, shall be allowed on vacation leave on any duty day. There shall be one vacation slot designated for Lieutenants from which to pick their vacation. Firefighters shall select vacation slots from the remaining available vacation slots. Up to three Firefighters may be off on vacation provided that at the time the selection is made by the Firefighter, the Battalion Chief is not scheduled to be off for Vacation or Kelly Day; there is no Lieutenant on vacation; and provided further that no more than two employees of any rank are scheduled for a Kelly Day.

Bargaining unit members need not select the maximum days earned annually and may at the option of each member retain two (2) floating vacation days per calendar year for selection at a later date for use throughout the year. Floating vacation days shall be considered forfeited if not used by December 31 of that calendar year, except at the request of the member, the Fire Chief may in his discretion authorize an extension of thirty-one (31) days.

Employees shall submit requests to use one or both floating vacation days at least one shift day in advance of the day in question. Floating vacation days shall be awarded on a first come first serve basis.

Once scheduled, vacation cannot be cancelled. Days may be traded with other members or traded to an open slot in accordance with section 11.6B.

It is understood that vacation days may only be used during the year if manning levels shall remain above minimum after the day is selected.

The Village shall grant vacation with pay to employees covered by the terms of this Agreement. Bargaining unit employees shall accrue vacation hours on a bi-weekly basis except while on unpaid personal leave of absence in excess of thirty (30) days. The rate of accrual of vacation hours bi-weekly shall be based on the employee's length of service, as set forth below:

- A. From the first (1st) year of service through the completion of the sixth (6<sup>th</sup>) year of service, the employee is entitled to accrue vacation at a rate yielding two (2) weeks, or five (5) 24 hour shift days of vacation annually with pay.
- B. Upon completion of the sixth (6<sup>th</sup>) year of service through the completion of the twelfth (12<sup>th</sup>) year of service, the employee is entitled to accrue vacation at a rate yielding three (3) weeks, or seven (7) 24 hour shift days of vacation annually with pay.
- C. Upon completion of the twelfth (12<sup>th</sup>) year of service through the completion of the nineteenth (19<sup>th</sup>) year of service, the employee is entitled to accrue vacation at a rate yielding four (4) weeks, or nine (9) 24 hour shift days of vacation annually with pay.
- D. Upon completion of the nineteenth (19<sup>th</sup>) year of service, the employee is entitled to accrue vacation at a rate yielding five (5) weeks, or twelve (12) 24 hour shift days of vacation annually with pay.
- E. Vacations shall be selected on a shift-by-shift basis. There will be no minimum increments or vacation days subject to selection per each separate vacation selection. Employees will be allowed to take as few or as many consecutive days, not to exceed the employee's accrued vacation, as may be available per selection. Employees who, during the initial vacation selection rotation, choose not to schedule their entire vacation in one consecutive time slot shall await an entire shift selection rotation before making a second selection. The shift selection rotation shall continue to apply for all successive vacation selection. Kelly Days shall not be considered as a vacation day nor shall they constitute a split on any pick. Employees may select any number of accrued vacation days immediately before and/or after a Kelly Day during any selection rotation. Employees who have carried over days from previous years due to injury or extended illness shall only be allowed to pick carry-over days after other employees have picked all of their accrued days.

An employee's vacation will start on a day his assigned shift is scheduled to be on duty.

In lieu of the following paid holidays, the Village agrees to add eleven (11) calendar days to the vacation schedule or four (4) 24 hour shift days:

New Year's Day	Labor Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
September 11th	Martin Luther King Day
Easter	

In addition to the time off stated above, bargaining unit members shall receive a lump sum holiday pay equal to 1.5% of Step F during the last pay period in November of each year. Employees hired within the

previous calendar year shall receive an amount prorated to reflect full months of service in the previous calendar year. Employees retiring shall receive a prorated amount based on the full months of service in the previous calendar year. This lump sum holiday pay is subject to 40 ILCS 4-118.1(d) as in effect on September 23, 2013.

### **Section 13.5: Other Leaves**

Employees are entitled to other leaves of absence as covered by the Rules and Regulations of the Board of Fire and Police Commissioners.

### **Section 13.6: Sick Leave**

- A. Sick leave is allowed only in case of necessity when the employee is actually sick or disabled in a pay status. Any employee who becomes injured or ill and not able to work while on vacation must continue his/her scheduled vacation time before going on sick leave.
- B. Bargaining unit members are eligible for varying amounts of sick leave per year depending upon length of service with the Village. Employees accrue sick leave during a calendar year in terms of regularly assigned workweeks (per Article XI):

#### **For 24-Hour Shift Employees**

- 1. Commencing with the starting date of employment through December 31st of the same calendar year, an employee earns one (1) sick day per month. This is earned each month. (i.e., If start date in December, earns 01 - 24 hr. day; if start day in January, earns 12 - 24 hr. days.)
- 2. On the following January 1st, the employee receives an additional twelve (12) - 24 hr. days of sick leave.
- 3. On the following January 1st, the employee receives an additional twelve (12) - 24 hr. days of sick leave.
- 4. On the following January 1st, the employee receives an additional twelve (12) - 24 hr. days of sick leave.
- 5. On the following January 1st, the employee receives an additional twelve (12) - 24 hr. days of sick leave.
- 6. On the following January 1st and every January 1st thereafter, the employee receives an additional thirty (30) - 24 hr. days of sick leave. Employees shall be limited to 121 days of sick leave per each non-work related illness or injury.

Sick leave earned but not used by employees during a calendar year may be accumulated up to a maximum of one hundred and twenty-one (121) shift days.

#### **For 7.5-Hour Shift Employees**

- 1. Commencing with the starting date of employment through December 31<sup>st</sup> of the same calendar year, an employee earns one (1) sick day per month. This is earned each month. (i.e., If start date in December, earns one (1) day; if start day in January, earns 12 days).
- 2. On the following January 1<sup>st</sup>, through two years of service, the employee accrues an additional three (3) weeks of sick leave.

3. On the following January 1<sup>st</sup>, through five (5) years of service, the employee accrues an additional six (6) weeks of sick leave.
4. On the following January 1<sup>st</sup>, after five (5) years of service or more, the employee accrues an additional thirteen (13) weeks of sick leave.

Sick leave earned but not used by employees during a calendar year may be accumulated up to a maximum of one (1) year.

C. To be eligible for sick leave with pay, the employee must:

1. Report to the officer in charge as per Department procedure;
2. Keep the Fire Chief or immediate supervisor informed of his/her condition each subsequent day of absence after the initial one;
3. Permit the Village to require a medical examination by a Village approved physician as it deems necessary;
4. Submit a medical certification for any absence exceeding three (3) days when requested by the Village.

D. Maternity leaves are provided in accordance with the Family Medical Leave Act. Employees are entitled to use up to twelve (12) weeks of leave for this purpose and may use accrued paid leave for this period to be taken in this order: sick, vacation, compensatory time. In the event that the employee does not have sufficient accrued paid leave to cover the FMLA leave period, she shall be placed on unpaid leave for the duration of the FMLA period. FMLA leave runs concurrently with accrued paid leave and unpaid leave. The protections provided by the Family Medical Leave Act shall expire when the twelve weeks of FMLA leave are exhausted.

E. The Village may investigate any absence for which sick leave is requested and may require an employee to see the Village's medical doctor in some instances. False or fraudulent use of sick leave is cause for dismissal or other appropriate disciplinary action against the offending employee. (See sub-Section F - Occurrences.)

F. It is understood employees will use sick leave prudently. Because continued illness may impair the Village's ability to provide efficient service, the occurrence of illness is monitored.

G. Effective January 1, 2000, employees shall be eligible for good attendance incentive payments based on the number of sick leave days that the employee used during the preceding calendar year. No employee shall be considered eligible to receive the good attendance incentive benefit if they do not report to regular duty at any time during the previous calendar year. Any leave taken pursuant to Section 13.8 (family sick leave) will be counted as sick leave for purposes of the good attendance incentive payments. Sick leave that has been taken pursuant to Section 13.13 (Family Medical Leave Act) will not be counted for purposes of the good attendance incentive payments. Bargaining Unit Members shall receive the appropriate good attendance incentive payment no later than February 15 of each calendar year.

To be eligible, employees must have accumulated a minimum of thirty (30) days of sick leave overall. Eligible employees whose sick leave usage qualifies shall have the option to sell back unused sick days as follows:



	<b>24-Hour Shift Fire Fighters</b>	<b>7.5-Hour Shift Employees</b>
Number of sick days used as of 1/1	Number of sick days that may be sold back (24 hour Shift Days)	Number of sick days that may be sold back (7.5 hour Work Days)
0	96 hours (4 days)	30 hours (4 days)
1	72 hours (3 days)	22.5 hours (3 days)
2	48 hours (2 days)	15 hours (2 days)
3	24 hours (1 day)	7.5 hours (1 day)
4 or more	0 hours (0 days)	0 hours (0 days)

### **Section 13.7: Time Off - Death in Family**

If there is a death in the immediate family, a maximum of three (3) consecutive calendar days of absence with pay shall be approved by the Fire Chief to attend and make arrangements. The time off may be extended to five (5) days, at the discretion of the Fire Chief, in the event that excessive travel is required or other unique circumstances are involved. Immediate family shall mean the spouse, children, mother, father, sister(s) and brother(s) of the employee and spouse, whether natural, step, in-law or grand. An employee must notify his/her supervisor of the need for time off preceding the actual absence.

### **Section 13.8: Illness in the Family**

Employees shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of their immediate family, which requires the employee's personal care and attendance. Immediate family includes only parents, brother, sister, child, stepchild, wife, husband, (same sex) domestic partner, grandparent. This leave shall only be taken when requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability. This leave is in addition to FMLA leave and is intended for use in circumstances where FMLA leave would not apply. A maximum of twenty-four (24) hours may be taken per year. Approval of payment for sick leave requested under this section shall be made by the Fire Chief or designee in consultation with Human Resources.

### **Section 13.9: On-the-Job Injuries**

- A. Village employees who sustain on-the-job duty connected injuries are entitled to benefits under the Worker's Compensation Act, 820 ILCS 305/1 *et seq.* In order to receive these benefits, injured employees are required by this law to report the injury within forty-five (45) days to the Department. As a matter of Village policy, employees are encouraged to report the injury within 24 hours to their immediate supervisor and file an injury report.
- B. An employee who sustains an on-the-job illness, injury or disability shall be granted, if necessary, up to one (1) year of Injury Leave at full pay and with the full accrual of benefits, subject to and as provided and authorized in Chapter 70 of the Illinois revised Statute, Section 91 (Disability From Injuries in the Line of Duty, as amended).
- D. Bargaining unit members who, because of illness or injury, cannot perform their regularly assigned duties may be placed on "Restricted Duty" per the Badger Agreement, Appendix "M" and as follows:

The Village may offer restricted duty assignments, based upon a physician's approval, to employees who are unable to perform full duty responsibilities because of job-related or non-job-related illness, injury or disability, provided such restricted duty is available, the employee can

reasonably be expected to perform the work and provided there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within twelve (12) months. In the event the Village's physician concludes an employee is capable of performing a specific restricted duty assignment and the employee's physician disagrees, a third physician shall be selected by mutual agreement of the employee's and the Village's physicians to resolve the conflict before ordering an employee to start the restricted duty assignment.

Restricted duty assignments shall be *bona fide* work assignments as determined by the Fire Chief. If available, assignments will be related to, or in support of, the Fire Department's fire operations. Assignments are not exclusive to Fire Department Headquarters, but assignment shall be in direct support of fire department operations (i.e. Telestaff, Kronos, Lexipol, EMS support, fire prevention, pre-plan building drawings, related admin tasks, etc...). Assignments shall comport with any medical restriction that the employee is under and shall not be punitive in nature.

- Employees who have been medically cleared to perform restricted or light duty work, for a 24-hour shift, will be assigned to their normal shift for 24 hours. If a 24-hour restricted duty position is occupied by another employee on the shift the employee is assigned to, the most recent restricted duty assignment will be assigned to that employee on another shift for 24-hours. The maximum number of employees that can be on 24-hour restricted duty will be 3, or 1 per shift. In addition, the employee must meet all of the physical requirements of a 24-hour job assignment.
- Employees not medically cleared to perform duties for a 24-hour shift but have been medically cleared for a lesser work assignment, or employees who have been cleared for a 24-hour shift but either a 24-hour shift is not available or the employee does not meet the physical requirements of a 24-hour assignment, will be assigned restricted or light duty work based on medical clearance. These assignment may be on a Monday through Friday schedule (i.e. 7:30am-5:00pm), unless otherwise determined by employee's medical clearance. All employee's will follow the daily schedule until medical clearance for a 24-hour shift has been allowed and an available 24-hour shift exists and the employee meets the physical requirements of the 24-hour shift assignment.

#### **Section 13.10: Military Leave**

The Village shall comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 regarding employees who are members of a reserve force of the Armed Forces of the United States or the National Guard of the State of Illinois.

The following particular procedures shall apply:

##### **A. Training**

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the National Guard of the State of Illinois, and who is required or is ordered by the appropriate authorities to attend training programs or perform assigned duties, shall be granted unpaid leave for the period of such activity and shall suffer no loss of seniority rights or benefits. Any such leave shall be unpaid except that the employee shall have the option to schedule or reschedule accrued vacation (i.e. vacation available to be scheduled in the calendar year in which the military leave occurs), compensatory time off, duty or Kelly Day trades and/or trades to open slots subject to the same contractual restrictions generally applicable to members of the bargaining unit.

Employees are required to provide written verification of the time served in the military indicating where, when and how long the duty assignment is.

## **B. National Emergency**

In the event of a national military emergency which involves the call-up of employees serving in the National Guard or the Military reserves, the Village will treat any affected employee in accordance with the applicable State and/or Federal Laws.

The language in Section 13.10 is not intended to provide any rights greater than those provided for in the Uniformed Service Employment and Reemployment Rights Act of 1994.

### **Section 13.11: Jury Duty**

Employees called to jury duty shall be granted time off without loss of pay or benefits for the duration of their service to the court system. To receive such time off with pay, the employee shall sign over or otherwise deliver to the Village any compensation received by the employee for such jury duty or service for each duty shift. Employees shall report to work during any part of their shift when they are not required to be in court for jury duty.

### **Section 13.12: Pregnancy Alternative Duty**

It is recognized that the duties of Firefighter/Paramedic are inherently dangerous and often physically arduous. In order to reduce the risks to the pregnant Firefighter/Paramedic and the unborn fetus from exposure to smoke, hazardous materials and infectious agents the following policy is enacted:

The employee shall notify the Department in writing within five (5) duty days of a confirmed diagnosis as pregnant by the employee's personal physician. The Firefighter/Paramedic will be sent to Occupational Health to meet with a physician. The physician will advise the Firefighter/Paramedic of the inherent risk associated with firefighting and the effect it may have on the pregnancy and the fetus. The Firefighter/Paramedic shall sign a form, which states that the employee has been advised, by a physician, of the inherent risk of firefighting during maternity and the possible effects on the unborn fetus.

The physician shall not examine the employee for confirmation of pregnancy.

Once the employee has met with a physician from Occupational Health and signed the form the employee may elect to remain on full duty or begin Pregnancy Alternative Duty. Firefighter/Paramedics electing to remain on full duty may subsequently elect to begin alternative duty. It is understood that remaining on full duty means participating in all functions of the job without regard to any medical condition or maternity.

The Firefighter/Paramedic electing to begin Pregnancy Alternative Duty must provide proof of pregnancy within fourteen (14) calendar days of selecting to participate in the alternative duty.

Alternative duty assignment is a thirty-seven and one half (37.5) hour work week with the same opportunity for flexible hours provided to bargaining unit members under Section 11.1 (B) of the contract.

Firefighter/Paramedics on Pregnancy Alternative Duty shall be required to perform productive work consistent with Section 13.9.

### **Section 13.13: Family Medical Leave Act**

Employees shall be eligible for FMLA as established by the Act. Employees may substitute accrued leave (sick, vacation and compensatory) for unpaid leave as follows for medical events deemed serious by a medical provider as described in the Act.

- A. Employee has an illness or condition that qualifies for FMLA: Employee must use accrued sick leave, followed by vacation and/or compensatory time, to cover the FMLA period.
- B. Employee has an immediate family member with an illness or condition that qualifies for FMLA: Employee must use unused sick family time followed by vacation, and/or compensatory time (until both leaves are exhausted), followed by sick leave to cover the FMLA period.

In the event that the employee does not have sufficient accrued paid leave to cover the FMLA leave period, he/she shall be placed on unpaid leave for the duration of the FMLA period. The FMLA period shall run concurrent with the paid or unpaid leave. The Village shall apply a rolling twelve month period for purposes of administering the FMLA.

#### **Section 13.14: Paternity Leave**

An employee who is the father of a newly born infant or adopted child shall be permitted to take two shift days (48 hours) off during the first month of the child's life or the adoption date, regardless of the date of birth or adoption. Such use shall be deducted as sick days.

### **ARTICLE XIV: COMPENSATION**

#### **Section 14.1: Wages**

- A. The wages for all employees covered by this Agreement shall be set forth in Appendix A attached hereto. Fire Fighter increases from one pay step to the next-highest pay step shall be granted at 12, 24, 36, 48, 60 months from the employee's hire date until he/she has reached the top pay.
- B. Employees promoted from the rank of Fire Fighter or Fire Inspector to Fire Lieutenant shall be placed on the Fire Lieutenant salary schedule as specified below:
  - 1. Fire Fighters without paramedic certification shall be placed on Salary Step 32FF of the Fire Lieutenant salary schedule at the time of promotion, and his/her base salary shall be equal to the rate of pay specified for Step 32FF in Appendix A. All subsequent increases through the Fire Lieutenant salary steps shall occur at twelve-month intervals from the Fire Lieutenant's promotional anniversary date until he/she has reached the top step of the Fire Lieutenant salary range.
  - 2. Fire Fighters with paramedic certification or Fire Inspectors shall be placed on Salary Step 32FG of the Fire Lieutenant salary schedule at the time of promotion, and his/her base salary shall be equal to the rate of pay specified for Step "32FG" in Appendix A. All subsequent increases through the Fire Lieutenant salary steps shall occur at twelve-month intervals from the Fire Lieutenant's promotional anniversary date until he/she has reached the top step of the Fire Lieutenant salary range.

#### **Section 14.2: Uniforms**

The Village shall provide for all uniforms, protective clothing and protective devices required or approved but not required of employees in the performance of their duties by means of a quartermaster system. This is to be accomplished as follows:

- A. Each employee will be given an agreed list of required and approved but not required items, in specified quantities, as set forth in Appendix G. It is understood that, from time to time, items on

the approved list may be changed and a phase-in period established by the Fire Chief after having given advance notice prior to any change to the Union and an opportunity to meet and engage in effective input to the Union concerning such changes and phase-in period.

- B. Required items possessed by or initially issued to employees will be marked, in the quantities specified, with an indelible marker.
- C. If a marked piece of clothing is torn or worn out, or a marked piece of equipment fails to function properly, it will be submitted to the Battalion Chief or his designee on duty, for inspection. If the item does not pass inspection, the Battalion Chief or his designee will issue a voucher for the repair or replacement of that item, redeemable at an approved site. The replacement item will then be marked.
- D. The Battalion Chiefs will keep a record of all purchased items. When an item has been replaced, the worn or broken item will be destroyed.
- E. All disputes regarding the need for repair or replacement will be determined by a replacement Committee consisting of two (2) officers and two (2) members of the bargaining unit. In the event of a deadlock on any decision of the Committee, the decision shall be determined by a coin toss.
- F. It is understood that if an item is lost or damaged because of an employee's negligence or malfeasance, the matter may be made the subject of discipline but shall not affect the issue of need for repair or replacement of the lost or damaged item.

The Committee shall be used on a trial basis and the Union's agreement to this mechanism to resolve disputes shall not prejudice its rights to propose alternatives in the event its experience with the Committee is not satisfactory.

### **Section 14.3: Retirement and Pension**

Benefits shall be in accordance with the provisions of the Fire Fighter's Pension Act.

### **Section 14.4: Health and Dental Insurance**

Each employee who elects coverage under the Village's health and hospitalization insurance program shall contribute the following amounts to the total monthly premium costs of such coverage: Effective January 1, 2018 through December 31, 2018, the monthly cost to the employee for coverage is as follows:

HEALTH PLAN	COVERAGE	MONTHLY PREMIUM	Village-Paid Portion	Employee-Paid Portion
Preferred Provider Option (PPO)	SINGLE	\$885.00	\$725.70	\$159.30
	SINGLE + 1	\$1,716.99	\$1,407.93	\$309.06
	FAMILY	\$2,472.65	\$2,027.57	\$445.08
HEALTH PLAN	COVERAGE	MONTHLY PREMIUM	Village-Paid Portion	Employee-Paid Portion
Health Maintenance Option (HMO) Illinois	SINGLE	\$741.58	\$637.76	\$103.82
	SINGLE + 1	\$1364.43	\$1,244.75	\$202.63
	FAMILY	\$2,084.96	\$1,793.07	\$291.89
Health Maintenance Option (HMO) Blue Advantage	SINGLE	\$676.55	\$581.83	\$94.72
	SINGLE + 1	\$1,314.06	\$1,130.09	\$183.97
	FAMILY	\$1,893.02	\$1,628.00	\$265.02

Effective January 1, 2015 in the event that the total premium for the health insurance increases by 20% or less, the employee and the Village shall have their respective shares of the total premium described above increased by the same percentage. In the event that the total health premium increases by more than 20%, the employee shall be held responsible for 20 % and the Village shall be responsible for the amount of increase that exceeds the 20%. See examples below for 2015 based on a 2012 monthly PPO Family total premium (Village-paid and Employee-paid portions) of \$2074.70.

10% Premium Increase			
2015 PPO/Family, Total Premium = \$2,282.17			
Village Premium	\$1,744.82 X 1.1 =	\$1,919.30	Increase = \$174.48
Employee Premium	- \$329.88 X 1.1 =	\$362.87	Increase = \$32.99

20% Premium Increase			
2015 PPO/Family, Total Premium = \$2,489.64			
Village Premium	\$1,744.82 X 1.2 =	\$2,093.78	Increase = \$348.96
Employee Premium	\$ 329.88 X 1.2 =	\$395.86	Increase = \$65.98

25% Premium Increase			
2015 PPO/Family, Total Premium = \$2,593.38			
Village Premium	\$1,744.82 X 1.25 =	\$2,181.03	Increase = \$436.21
Employee Premium	-\$329.88 X 1.20* =	\$395.86	Increase = \$65.98

\* Employee premium increase may not exceed 20%. Village must make up shortfall of \$16.49 to cover the total \$2,593.38 premium. Therefore, Village's portion of the total premium is \$2,197.52 instead of \$2,181.03

Effective January 1, 2018 employee co-payments for prescription medications shall be ten dollars (\$10.00) for generic medications, forty dollars (\$40.00) for formulary, sixty dollars (\$60.00) for non-formulary and ten percent (10%) for specialty brands. Mail order prescription co-pay will be adjusted to twenty five dollars (\$25) for generic, one hundred dollars (\$100) for formulary, one hundred fifty dollars (\$150) for non-formulary and ten percent (10%) for specialty.

Effective January 1, 2018, the monthly cost to employees for dental insurance shall be as follows:

#### DELTA DENTAL INSURANCE PLAN

PPO PLUS (HIGH) PLAN				PPO PLUS (LOW) PLAN			
COVERAGE	TOTAL MONTHLY PREMIUM	Village-Paid Portion	Employee-Paid Portion	COVERAGE (Except Employees Listed Below)	TOTAL MONTHLY PREMIUM	Village-Paid Portion	Employee-Paid Portion
SINGLE	\$37.78	\$0.00	\$37.78	SINGLE	\$28.59	\$0.00	\$28.59
FAMILY	\$108.46	\$0.00	\$108.46	FAMILY	\$81.76	\$0.00	\$81.76

The Bargaining Unit shall be allowed representation as to the review and recommendation of insurance programs. Upon request, the Village shall promptly provide the union and each employee, no later than thirty (30) days prior to any enrollment period, a side-by-side comparison showing any changes in costs or coverages (increases or decreases) or in access to coverages. The Village agrees that coverage and benefits shall remain substantially the same as of the date of this agreement.,

The Village shall establish and maintain a Section 125 Flexible Spending Account plan for purposes of employee contributions for unreimbursed medical and dependent care expenses and Village provided health insurance premiums, as authorized under §125 of the Internal Revenue Code as long as such plan continues to be allowed by the Internal Revenue Service. Retired firefighters who continue to participate in the group plan shall be allowed to participate in a §125 plan if such participation is authorized under the Internal Revenue Code.

#### Section 14.5: Life Insurance

The Village will pay the full cost of fifty thousand dollars (\$50,000.00) term life and accidental death and dismemberment (AD&D) insurance and one thousand five hundred dollars (\$1,500.00) life insurance upon the retirement of the employee after twenty (20) years of service. Employees may participate in the available supplemental insurance program including their spouse, same sex domestic partner and/or children offered to Village employees subject to the limits and terms set by the carrier. The Village shall provide a Letter confirming such Life Insurance Coverage to each fire fighter with a copy of which shall be placed in the fire fighter's personnel file.

#### **Section 14.6: Retiree Hospitalization Insurance**

The Village agrees to extend the benefits and coverage of the current employee group hospitalization and medical insurance to the retired members of the Fire Department. Retirees shall be allowed to secure coverage for themselves and family members at one hundred percent (100%) of the group premium costs for single, single plus one and/or family benefits.

#### **Section 14.7: Post Employment Health Plan**

The Village shall continue to participate with the Union in the maintenance of a post-employment health plan (PEHP) for each employee. Contributions to the PEHP shall be made in accordance with Section 501 C (9) of the Internal Revenue Code. The annual contribution to PEHP shall be Seven Hundred Fifty Dollars (\$750.00). The contributions shall be deducted for all members of the bargaining unit from any of the following payments: the Paramedic Stipend; Firefighter III or Fire Officer I certification pay; Longevity Pay; or Educational Pay. All such deductions shall be contributed by the Employer to the Plan Administrator for the PEHP for deposit with the Trustee in accordance with the terms of the Employer Participation Agreement attached hereto as "Appendix V". Employees shall be responsible for PEHP administrative fees.

#### **Section 14.8: Deferred Compensation**

Employees shall have the option to have deferred money contributed to a Plan Administrator at the discretion of the employee of either the IAFF 457 Plan or the ICMA 457 Plan.

#### **Section 14.10: Compensation for Officer of 631**

The Officer who is assigned to 631 will receive additional compensation of one dollar and 5 cents (\$1.05) per hour. Such payment shall be made to those employees on an hour by hour basis.

### **ARTICLE XV: BULLETIN BOARDS**

#### **Section 15.1: Union Bulletin Boards**

The Village will designate a location in each station where the Union may erect a locked bulletin board to be used by the Union for the purpose of informing members of Union activities. The Union shall not use such boards for posting materials which are abusive or inflammatory or politically partisan in nature.

### **ARTICLE XVI: SAFETY**

#### **Section 16.1: Safety Issues**

The Village and Union desire to maintain safe working conditions, to that end the Village shall take the following steps. Safety concerns will be submitted to the Fire Chief in writing. The Chief or his designee shall hold a meeting with the employee and/or Union representative no later than ten (10) days from the receipt of the written safety issue notice to discuss the safety issue. Whether an agreement is reached or not, the Chief shall respond in writing within ten (10) calendar days of the meeting.

#### **Section 16.2: Smoking Areas**

It is the goal of the Fire Department to provide its employees with a smoke free environment. Employees shall not be allowed to smoke on any Village owned parcel upon which municipal services are operated.

### **Section 16.3: Outside Employment**

Employees shall file and keep current with the Fire Chief a written record, including a description of the duties involved, of their outside employment (including self-employment) and addresses and telephone numbers where they can be contacted if necessary (See Appendix N). Employees may not hold outside jobs, including self-employment, which will result in a conflict of interest, impair their ability to perform their Fire Department duties, or constitute an unusual or unreasonable risk of injury or illness.

Employees who suffer an occupational injury or disability compensable under the Worker's Compensation Act as a direct result of other employment or outside business interests shall not be eligible for workers' compensation benefits from the Village. An employee's filing for a claim for workers' compensation benefit from the Village for an injury or disability that is the direct result of other employment or an outside business will result in discipline, up to and including discharge.

An employee who suffers an injury or disability that is the direct result of other employment or an outside business shall have the obligation to file a claim for such workers' compensation benefits as may be available to him from his other employment or outside business. Upon receiving workers' compensation benefits awarded to him pursuant to such claim, he shall reimburse the Village for sick leave used while absent due to his compensable injury or disability, provided that such reimbursement shall not exceed the amount of absence-from-work benefits received pursuant to his workers' compensation claim.

### **Section 16.4: Drug and Alcohol Testing**

Drug and alcohol testing of bargaining unit employees shall be conducted in accordance with Appendix I attached hereto.

### **Section 16.5: Training in Inclement Weather**

The Village agrees, in carrying out the scheduled routine training and work assignments, the existence of extreme weather conditions should be taken into consideration and reasonable accommodations will be made up to and including cancellation or postponement.

### **Section 16.6: Physical Fitness Committee**

A Physical Fitness Committee shall be established composed of three (3) persons appointed by the Chief and three (3) bargaining unit members appointed by the Union. The purpose of the committee shall be to meet at mutually agreed times and to develop mutually agreed-upon guidelines for physical fitness for bargaining unit members and, upon agreement of the Village and the Union, to implement those guidelines according to a mutually agreed-upon process and time table.

The agreed-upon guidelines shall be developed using the IAFF-IAFC Fitness Initiative as a reference. Any program developed would be non-punitive.

In the event that the Employer takes action to unilaterally establish and/or implement standards or requirements contrary to this Article, an Arbitrator based upon a duly filed Union grievance regarding such alleged violations, shall have the authority to fashion a make whole remedy, including an order that the status quo ante be reinstated and the loser shall be required to pay the full cost of the arbitration hearing including the Arbitrator's fees and cost of any transcript.



## **ARTICLE XVII: ACTING IN RANK**

### **Section 17.1A Acting in Rank (Fire Fighters)**

Fire Fighters may be required to perform the duties of a Lieutenant in the absence of the Lieutenant. In such event, the Fire Fighter shall be selected in the manner set forth below. Fire Fighters temporarily assigned to act in the capacity of a Lieutenant shall receive additional compensation for the hours so temporarily assigned at the following hourly rate:

Effective 1/1/ 2018                      \$ 3.37 per hour additional

Whenever a Fire Fighter is required to act in the rank of Lieutenant, the Fire Fighter has the responsibilities and duties of a Lieutenant on fire calls, EMS responses, and daily routines respective to their assigned apparatus. Fire Fighters shall be assigned to fill vacancies caused by the absence of the regularly assigned company Lieutenant in accordance with the terms of the "Acting" grievance settlement attached as Appendix J.

The assignment of Fire Fighters on the promotional list to act in the rank of Lieutenant will be rotated to provide experience to all members on the promotional list. In the event there is no active list, members will be assigned as Acting Lieutenant who are eligible to take the next exam.

It is understood by both parties that the Shift Commander in charge of each shift has the responsibility for scheduling on his shift.

In the event there is a vacated budgeted Lieutenant's position, and a Fire Fighter is required to act in rank, the Fire Fighter shall be compensated at the above applicable "acting" rate, pending appointment of a Lieutenant in accordance with the time period set forth in Article IX. It is understood by both parties that the Village has the right to determine the level of staffing within the Department.

### **Section 17.1B Acting in Rank (Lieutenants)**

Lieutenants who are temporarily assigned to a Battalion Chief's position will be compensated in the following manner:

Effective 1/1/ 2018                      \$4.06 per hour additional

In an attempt to afford each employee an opportunity to act in a higher-ranking position, the Village agrees to rotate in the following order all qualified Lieutenants who are on the current Battalion Chief promotional list first who wish to act in this position. In the event there are no Lieutenants available on the current Battalion Chief promotional list at the time of the assignment, the Village will rotate to those who are eligible to take the Battalion Chief exam and then based on seniority.

Lieutenants who have three years' experience as Lieutenants and have Fire Officer II certification and Lieutenants who have five years' experience as Lieutenants and Fire Officer I certification will be fully qualified to act as Battalion Chiefs.

Acting Battalion Chief assignments shall be assigned in order of those on the promotional list. The member first on the promotional list will receive every assignment. If they are not available, the next person on the promotional list will get the assignment. If there is not a Lieutenant available on the promotional list, those eligible to take the exam will be rotated equally as possible among fully qualified Lieutenants during each calendar year. In the event there is not a fully qualified Lieutenant available, the Village shall fill the acting position with another Lieutenant.

The Village agrees to an officer development program for Lieutenants. The Lieutenant may be assigned to a Battalion chief or Deputy Chief on any day staffing is above minimum and there is an extra officer on duty. During the assignment, the officer will be given the opportunity to learn the responsibilities of the Battalion Chief's position

## **ARTICLE XVIII: EDUCATIONAL INCENTIVE AND LONGEVITY**

### **Section 18.1: Educational Incentive Pay**

The Village shall provide an incentive for full-time, non-probationary Fire Fighters to obtain a level of education beyond that of high school graduation. The schedule of educational incentive pay is contained in Appendix B attached hereto.

### **Section 18.2: Education Reimbursement**

- A. If Human Resources Department funds have been allocated, a full-time employee wishing to take college, university, graduate or technical school courses which are designed to improve job skill and ability may request the Village to aid in the cost of such education. Employees become eligible for such reimbursement upon completion of the probationary period. Written authorization from the Department Head must be forwarded at least thirty (30) days prior to enrollment to the Human Resource Director for verification of course content and formalized approval.
- B. Upon proof to the Village the employee has earned a "C" grade or better or a "pass" in a pass/fail course, the Village will reimburse the employee for up to 50% of the tuition to a maximum of \$1,000.00 per year. The exact percentage will be predetermined and made known to the employee by the Department Head prior to enrollment.

### **Section 18.3: Longevity Pay**

In addition to an employee's base salary as provided for in Article XIII, each full-time employee shall receive longevity pay based upon his/her years of service with the Village. For the purpose of this Article, years of service shall be determined in accordance with Section 6.1 (Definition of Seniority). This longevity pay shall be added to the employee's base salary in accordance with the schedule contained in Appendix C attached hereto.

### **Section 18.4: Mutually Exclusive**

The Employees shall not be eligible to simultaneously receive Longevity Pay and Educational Incentive Pay. An Employee must choose one or the other.

## **ARTICLE XIX: PARAMEDICS**

### **Section 19.1: Staffing**

- A. The Paramedic Service of the Oak Park Fire Department shall be staffed with members of the bargaining unit who have secured licensure as Emergency Medical Technician/Paramedic (EMT-P) with the State of Illinois Department of Public Health and with the Emergency Medical System (EMS) under which the Oak Park Fire Department operates its Advanced Life Support (ALS) service. Licensed EMT-Ps who are members of the bargaining unit and are in the Paramedic Service shall be classified as Fire Fighter/Paramedics and shall be compensated in accordance with Section 19.4 of this Article.

- B. The parties recognize that a minimum of thirty-three (33) Fire Fighter/Paramedics are required to properly staff the Paramedic Service.

### **Section 19.2: Training**

Training of Fire Fighters/Paramedics and employees who are being trained as members of the Oak Park Paramedic Service shall normally take place during regular duty hours. Where training activities are scheduled at a time when a participant is not regularly scheduled to work, such training shall be treated as overtime and compensated in accordance with Article XI, Section 11.7 of this Agreement. Fire Fighter/Paramedics may also enroll in additional educational courses and seminars offered by outside agencies to enhance their EMT-P skills; where enrollment is approved by the Chief, the Fire Fighter/Paramedic shall be entitled to payment of or reimbursement for course expenses (e.g. books and tuition) once evidence is submitted showing the course was completed successfully.

### **Section 19.3: Implementation of Staffing of Paramedic Service**

Sufficient Fire Fighter/Paramedics to properly staff the Paramedic Service shall be secured from the following sources:

#### **A. Volunteer Fire Fighter/Paramedics**

Employees appointed to the Department before March 1, 1986 who have volunteered to serve as Fire Fighter/Paramedics shall be termed "Class I Volunteers." Employees appointed to the Department after March 1, 1986 but before November 23, 1988 who have volunteered to serve as Fire Fighter/Paramedics shall be termed "Class II Volunteers." A Class I or Class II Volunteer Fire Fighter/Paramedic shall be deemed to have committed to participate in the Service for a term of service - hereinafter referred to as a "basic commitment" period - equal to the duration of his/her existing period (i.e. as of 1/1/91) of licensure and one additional two-year period of licensure beyond the existing licensure period.

Fire Fighters who are not participants in the Service as of the date of execution of this Agreement or who have fulfilled their basic commitment as a Paramedic may volunteer for the Service at any time and will be allowed to enter EMT-P school as long as it does not reduce the chances of a Fire Fighter entering the class whose EMT-P qualifications are a condition of employment. In such event, volunteers shall be offered the opportunity to enroll in an alternative program (including an accelerated program if applicable) that will directly result in licensure in the Emergency Medical System under which the Oak Park Fire Department operates, without incurring additional expense to the Village or that requires the scheduling of training time in any other EMS Hospital System not affiliated with the Emergency Medical System which the Oak Park Fire Department operates its Advanced Life Support (ALS) system.

They will be required as a part of their volunteer obligation to obtain such licensure or relicensure as may be necessary to participate in the Service. Such a volunteer shall be termed a "Class III Volunteer" and will be expected to commit to participation in the Service for a basic commitment period of four (4) years from and after the date he/she is licensed as an Illinois State EMT-P and licensed with the EMS System the Oak Park Fire Department operates its Advanced Life Support (ALS) service.

#### **B. Mandatory Fire Fighter/Paramedics**

Are defined as Fire Fighter/Paramedics appointed to the Department after November 23, 1988 but before January 1, 2001. Mandatory Fire Fighter/Paramedics shall be required as a condition of continued employment to attain and maintain licensure as an EMT-P. A mandatory Fire Fighter/Paramedic shall have a basic commitment to participate in the Service for the duration of his/her initial period of licensure and one additional four-year period of licensure beyond the existing licensure period. Such Fire Fighter/Paramedics are mandatory participants in the Service unless they are removed by the Department or are allowed to withdraw from the Service pursuant to Section 19.6.

Mandatory Fire Fighter/Paramedics who are not currently Emergency Medical Technician/Paramedic (EMT-P) with the State of Illinois Department of Public Health and with the Emergency Medical System (EMS) under which the Oak Park Fire Department operates its Advance Life Support (ALS) service shall meet the following requirements:

1. Mandatory Fire Fighter/Paramedics shall become an Illinois state licensed EMT-A/B within 12 months of their hire date, provided they have an opportunity to enroll in a class at the earliest possible time.
2. Mandatory Fire Fighter/Paramedic not licensed as an Illinois EMT-P shall:
  - a. enroll in EMT-P school, as approved by the Oak Park Fire Department, no later than one (1) year from the date of their Illinois State EMT-A/B licensure.

In the event that a Mandatory Fire Fighter/Paramedic is not accepted in the EMT-P School administered by the Emergency Medical System under which the Oak Park Fire Department program operates, then that employee shall be offered an opportunity to enroll in an alternative program (including an accelerated program if applicable) that will directly result in licensure in the Emergency Medical System under which the Oak Park Fire Department operates, without incurring additional expense to the Village or that requires the scheduling of training time in any other EMS Hospital System not affiliated with the Emergency Medical System which the Oak Park Fire Department operates its Advanced Life Support (ALS) system.

- b. successfully pass EMT-P school on the first attempt.
    - c. successfully pass the EMT-P Illinois exam and become an Illinois state licensed EMT-P.
    - d. be licensed in the EMS System under which the Oak Park Fire Department operates within one (1) year of completing the EMT-P training provided the necessary training opportunities (e.g. ride time) are provided by the Village.
3. Mandatory Fire Fighter/Paramedics licensed as an Illinois state EMT-P, at the date of hire, shall obtain EMS System licensure from the EMS System under which the Oak Park Fire Department operates, within (12) months of their hire date. They are also governed by the requirements of Section 19.3B.

#### **C. "Drafted" Fire Fighter/Paramedics**

If there are insufficient volunteers plus mandatory Fire Fighter/Paramedics (per Section 19.3.B.) to equal thirty-three (33) Fire Fighter/Paramedics, then the Village shall have the right to "draft" (mandatorily assign) Class II Volunteers, in inverse order of seniority, until the number of Fire Fighter/Paramedics in the Service is increased to thirty-three (33). A Fire Fighter/Paramedic

thus drafted shall have a further commitment to continue to participate in the Service for one additional two-year period of licensure beyond the basic commitment period.

Class I and Class III Volunteer Fire Fighter/Paramedics may not be drafted and shall have no obligation to participate in the Service beyond the terms of their basic commitments, unless they agree voluntarily to further commitments.

**D. Fire Fighter/Paramedics Hired After January 1, 2001**

Each Fire Fighter/Paramedic appointed to the Department after January 1, 2001 shall, as a condition of continued employment, be required to be EMT-P licensed and to maintain such license in the State of Illinois and in the medical system under which the Village of Oak Park operates.

**E. Paramedic Longevity Withdrawal**

Firefighter/Paramedics who have achieved twenty (20) years of service with the Oak Park Fire Department may elect, in writing, to stop being assigned to the ambulance as a Fire Fighter/Paramedic. The employee may elect to maintain their paramedic certification in the EMS System that the Oak Park Fire Department operates under. The employee shall receive the same paramedic certification pay as Lieutenants in this bargaining agreement. The employee can still be considered a paramedic on an ALS fire apparatus.

Employees who are eligible for the paramedic longevity withdrawal and elect to discontinue in the full paramedic service and who do not volunteer to participate in the full paramedic service pursuant to Section 19.3A within a period of 2 years shall loss right to revert back to full paramedic duty/pay for the remainder of their career with the Oak Park Fire Department

**Section 19.4: Compensation for Fire Fighter/Paramedics**

**A. Fire Fighter/Paramedic Pay**

Fire Fighter/Paramedics shall be paid at a step rate equal to 5.5% above the top Fire Fighter rate (i.e. Step F). In addition, Fire Fighter/Paramedics shall receive further rate increases based on top Fire Fighter annual salary for participation in the Service in increments of one-half percent, up to a maximum of 3% (three percent) of top Fire Fighter salary as follows:

1. one-half percent upon submission of evidence of completion of 50% or more of the continuing education/training hours required for relicensure;
2. one-half percent for each relicensure.

Employees are eligible to be classified and compensated as Fire Fighter/Paramedics only so long as they maintain EMT-P licensure and continue to participate in the Paramedic Service.

**B. Preceptor/Facilitator Pay**

In addition Fire Fighter/Paramedics classified as Preceptor-Facilitator(s) (P/F's) shall receive a stipend equal to 9.5% above top Fire Fighter rate (i.e., Step F). In addition, P/F's shall receive further rate increases based on top Fire Fighter annual salary for participation in the P/F position in increments of one-half percent, up to a maximum of 1% (one percent) of top Fire Fighter salary as follows:

1. One-half percent upon submission of evidence of completion of 50% or more of the continuing education/training hours required for relicensure;
2. One-half percent for each relicensure.

Six (6) Fire Fighter/Paramedics shall be classified as P/Fs. The five (5) Fire Fighter/Paramedics currently serving as Preceptor's shall be offered the first opportunity to be reclassified as P/Fs. Vacancies in the position(s) shall be filled from qualified Fire Fighter/Paramedic employees by the Chief. The assignment to a P/F position shall be made by the Fire Chief from among those qualified Fire Fighter/Paramedics who made application for such position. The duties and qualifications shall be as follows:

1. All Preceptor/Facilitators shall:
  - a. meet the standards of the EMS System the Oak Park Fire Department operates under, as well as the standards of the Oak Park Fire Department;
  - b. be responsible for recommending all new appointees for the position of Preceptor/Facilitator;
  - c. have acceptable Fire Department performance evaluations;
  - d. be approved by the EMS System Coordinator, under which the Oak Park Fire Department operates, and Fire Administration before filling the position;
  - e. obtain and maintain ACLS licensure which will be designated "mandatory" training by the department.
2. Termination of Preceptor/Facilitator status:
  - a. The EMS System under which the Oak Park Fire Department operates may remove;
  - b. The Fire Administration may remove, for just cause.

#### **C Lieutenant/Paramedic Requirement**

Each EMT-P licensed lieutenant on active EMT-P status shall be paid an additional 3.5% over his/her annual base salary. Any non-paramedic firefighter promoted to Lieutenant shall not receive any stipend for paramedic certification (currently 3.5%).

#### **Section 19.5: Maintenance of Licensure**

Each Fire Fighter/Paramedic appointed to the Department after January 1, 2001 shall, as a condition of continued employment, be required to be EMT-P licensed and to maintain such license in the State of Illinois and in the medical system under which the Village of Oak Park operates.

Mandatory and drafted Class II Fire Fighter/Paramedics are required as a condition of employment to maintain EMT-P licensure so long as they are assigned to the Paramedic Service consistent with the terms of this Article. Class I and Class II Volunteer Fire Fighter/Paramedics are required as a condition of employment to maintain EMT-P licensure during the period of their basic commitments as defined in Section 19.3A. The unjustified loss of State EMT-P licensure shall be just cause for discipline, up to and including dismissal from employment, effective with the date as of which such licensure is lost, unless the Fire Fighter/Paramedic has

been removed by the Department or allowed to withdraw from the Paramedic Service prior to the effective date of the loss of licensure.

Class I and Class II Volunteer Fire Fighter/Paramedics who have completed their basic commitments and Class III Volunteer Fire Fighter Paramedics are not required as a condition of employment to maintain EMT-P licensure.

Class III Volunteer FF/PM are expected to maintain EMT-P licensure during their basic commitment of four (4) years as defined in Section 19.3A. In the event that such an employee fails to complete such basic commitment he/she shall forfeit his/her paramedic stipend according to the following schedule:

1. less than one (1) year of service - 100%;
2. thereafter on a pro-rata basis (e.g., 2.25 years  $27/48 = 56\%$ ).

The Village shall be authorized to deduct the monies due in equal amounts from the Employees' wages over the six (6) month period following withdrawal from Paramedic service.

#### **Section 19.6: Withdrawals From the Paramedic Service**

##### **A. Volunteer Fire Fighter/Paramedics**

Any Class I or Class III Volunteer Fire Fighter/Paramedic may withdraw from the Service upon completion of his/her basic commitment or any renewed commitment without further obligation and without prejudice to his/her right to return at a later date. A Class I, Class II or Class III Volunteer Fire Fighter/Paramedic intending to extend his/her service beyond the period of his/her basic or renewed commitment should notify the Chief of such intention at least eighteen (18) months prior to the expiration of that period, but failure to provide such notice shall not preclude the Fire Fighter/Paramedic from deciding to continue in the Service as a Fire Fighter/Paramedic.

##### **B. Drafted Fire Fighter/Paramedics**

Drafted Fire Fighter/Paramedics may withdraw from the Service upon completion of four (4) years of service, unless a further commitment is required to prevent the number of Fire Fighter/Paramedics from falling below thirty-three (33). Priority for withdrawals among Drafted Fire Fighter/Paramedics shall be given in order of seniority (date of employment.)

##### **C. Mandatory Fire Fighter/Paramedics**

Mandatory Fire Fighter/Paramedics may withdraw from the Service upon completion of the basic commitment period unless a further commitment is required to prevent the number of Fire Fighter/Paramedics from falling below thirty-three (33). Priority for withdrawals among mandatory Fire Fighter/Paramedics shall be given in order of seniority (date of employment).

##### **D. Medical Withdrawals**

Fire Fighter/Paramedics may withdraw from the Service prior to completing basic or further commitment terms or outside seniority order among those desiring to withdraw only upon submission of satisfactory medical evidence of unsuitability for the Paramedic Service.

##### **E. Paramedic Longevity Withdrawal**

Fire Fighter/Paramedics who have achieved twenty (20) years of service with the Oak Park Fire department may elect, in writing, to stop being assigned to the ambulance as a Fire Fighter/Paramedic. The employee may elect to maintain their paramedic certification in the EMS System that Oak Park Fire Department operates under. The employee shall receive the same paramedic certification pay as Lieutenants in this bargaining agreement. The employee can still be considered a paramedic on an ALS fire apparatus.

Employees who are eligible for the paramedic longevity withdrawal and elect to discontinue in the full paramedic service and who do not volunteer to participate in the full paramedic service pursuant to Section 19.3A within a period of two (2) years shall lose the right to revert back to full paramedic duty/pay for the remainder of their career with the Oak Park Fire Department.

#### **Section 19.7: Removal from Paramedic Service**

Fire Fighter/Paramedics and employees in training may be removed from the Paramedic Service for just cause by action of the Department.

#### **Section 19.8: Liability Coverage**

The Village shall provide complete liability coverage for employees operating within the scope of their employment as Paramedics.

#### **Section 19.9: Paramedic Overtime Pay**

The calculation of overtime pay for employees participating in the Paramedic Service will be based upon the Paramedic Premium Pay rate of pay without regard to the type of duty performed during the overtime period.

#### **Section 19.10: No Subcontracting**

There shall be no subcontracting by the Village.

#### **Section 19.11 Lieutenant/Paramedic Requirement**

Firefighters promoted to Lieutenant are not required to become paramedics.

### **ARTICLE XX: PRECEDENCE OF AGREEMENT**

- A. The terms of this Agreement shall take precedence over conflicting Village ordinances, Board of Fire and Police Commissioners rules and regulations, Fire Department rules and regulations, and Village Personnel Manual provisions.
- B. The Village agrees to provide written notice to the Union in advance of promulgating or implementing any new or revised Village ordinances, Board of Fire and Police Commissioners rules and regulations, Fire Department General Directives, Special Directive effective for 60 calendar days or more (the Department will not change its directive 1.003 attached hereto as Appendix N on preparation of directives for the duration of this Agreement), or Village Personnel Manual provisions which effect a change in the existing wages, hours or conditions of employment so as to constitute mandatory subjects of bargaining within the meaning of the Illinois Public Labor Relations Act. Such notice shall be afforded sufficiently in advance of the proposed effective date of the proposed change to allow the Union a fair opportunity to review and offer effective input as to the proposed change.



Where the subject of a proposed change modifies a practice relating to wages, hours or conditions of employment in effect at the time this contract is executed that is (1) not explicitly covered by contract language (exclusive of Article III, Management Rights), or (2) that is addressed by contract language the interpretation of which is disputed, upon written notice from the Union within five (5) business days of the Union's receipt of notice, the Employer shall meet with the Union.

To facilitate a full understanding of the proposed change and to allow for a meeting in which the Union is afforded a fair opportunity to provide input prior to any implementation of new Fire Department directives or other mandates, the Village shall utilize the following process:

The Fire Chief or his designee shall forward a transmittal memorandum to the Union President or a firefighter/firefighters designated by the President to act on his behalf in the Union President's absence, that contains the General Directive or Special Directive effective for 60 calendar days or more proposed as well as copies of any prior memorandum or procedures that are superseded by the proposed directive. The transmittal shall contain a statement summarizing the basic purpose or objective to be accomplished by the proposed change. Additionally, any proposed directive which amends an existing directive or directives, shall highlight the changes by underlining new language and lining through deleted language. At the same time that the proposed general Directive or Special Directive effective for 60 calendar days or more is delivered to the Union representative, the Fire Department will post the proposed General Directive or Special Directive effective for 60 calendar days or more on the Station Bulletin Boards. The proposed General Directive or Special Directive effective for 60 calendar days or more shall be posted at least five (5) calendar days prior to the proposed date of implementation. If, during this time, the Union expresses in writing its desire for a meeting to provide effective input with respect to the proposed General Directive or Special Directive effective 60 calendar days or more, the posting shall be removed and the existing Directive procedure or practice continued. The implementation of new directives or other mandates shall not diminish, replace or supersede any articles of the current collective bargaining agreement between the Village of Oak Park and the Union.

Meetings scheduled under this Section shall be held at a mutually agreeable time and place within five (5) business days of the Union's notice, unless the parties agree otherwise. Subject to its compliance with this Section and Article IV of this Agreement, the Employer may implement its proposed change. However, if the Union files a grievance, based (*inter alia*) upon the Employer's failure to comply with the requirements of this Section, the loser in any arbitration (as determined by the arbitrator) shall pay the full costs of the arbitrator's fees and the cost of any transcripts.

## **ARTICLE XXI: DISCIPLINARY GRIEVANCES**

Grievances may be filed with respect to any disciplinary action (other than an oral reprimand) taken against an employee. If the disciplinary action is a suspension ordered by the Fire Chief, the grievance shall be filed in the first instance at Step 2 of the grievance procedure within ten (10) days of the imposition of discipline, and shall thereafter be processed in accordance with Article VIII of this Agreement. If the disciplinary action is ordered by the Board of Fire and Police Commissioners, the grievance may be appealed directly to arbitration within ten (10) calendar days after the issuance of the disciplinary decision.

Any appeal to arbitration of a disciplinary grievance shall be signed by the Union President or his designee and shall also contain a signed statement from the affected employee(s) waiving any and all rights they may have to appeal the subject action to the Board of Fire and Police Commissioners (in the case of disciplinary action imposed by authority of the Fire Chief) or to courts pursuant to the Administrative Review Act (in the case of disciplinary action imposed by order of the Board of Fire and Police Commissioners). Any disciplinary action grievance filed without the required signed waiver shall not be arbitrable and the arbitrator shall be without jurisdiction to consider or rule upon it.

## **ARTICLE XXII: RESIDENCY**

The Village shall not impose a mandatory residency requirement upon bargaining unit employees.

## **ARTICLE XXIII: DURATION AND LEGALITY CLAUSES**

### **Section 23.1: Savings Clause**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted Federal or State Legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to negotiations.

### **Section 23.2: Entire Agreement**

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining on any subject of bargaining covered by this Agreement for the term of the Agreement, except, however, that the parties may mutually agree in writing to supplement and/or modify the terms of the Agreement during its term. Nothing in this Agreement shall be construed as waiving either party's rights to effects bargaining on any subject of bargaining whether or not covered by the Agreement, or as to decisional bargaining required under the Illinois Public Labor Relations Act over subjects of bargaining not covered by the terms of the Agreement.

### **Section 23.3: Duration and Notice**

This agreement and each of its provisions shall be effective as of January 1, 2018 and shall continue in full force and effect until December 31, 2020 and thereafter unless either party shall notify the other in writing 150 calendar days (or by August 1<sup>st</sup> 2020) prior to the expiration date of this contract, that it desires to modify and/or amend this Agreement.

### **Section 23.4: Negotiations**

Negotiations for a successor agreement shall commence thirty (30) calendar days later (or by September 1st) and shall continue for a period of ninety (90) calendar days (or to December 1st). The parties may extend the negotiations period by mutual written consent.

### **Section 23.5: Impasse Resolution**

In the event that disputed items cannot be resolved during the negotiations period, all disputed items shall be referred to a three person Arbitration Board, as procedurally provided and/or permitted by the Illinois Public Labor Relations Act, except that the Panel shall be limited to the National Academy of Arbitrators.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

LOCAL 95 INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS'  
OAK PARK, ILLINOIS

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

Michael Henkelman  
Union President

VILLAGE OF OAK PARK  
OAK PARK, ILLINOIS

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

Cara Pavlicek  
Village Manager

**Local 95 Negotiating Team**

Lieutenant David Spagnoli  
Lieutenant Michael Henkelman  
Firefighter/Paramedic Robert Toth  
Firefighter/Paramedic Joseph Pantaleo

Deputy CFO Steven Drazner

**Village Negotiating Team**

Deputy Village Manager Lisa Shelley  
Fire Chief Thomas Ebsen  
Deputy Fire Chief Peter Pilafas  
Firefighter/Paramedic Brett Hartley  
Assistant Village Manager/Human  
Resource Director Julia Scott-Valdez

## APPENDIX A

APPENDIX A						
VILLAGE OF OAK PARK						
ANNUAL SALARY SCHEDULE FOR CALENDAR YEARS 2018, 2019 AND 2020						
<b><u>FIREFIGHTER</u></b>	Step A	Step B	Step C	Step D	Step E	Step F
2.00% Increase						
Effective 1/1/2018	Starting	12 Months	24 Months	36 Months	48 Months	60 Months
Annual Rate	60,130.12	66,395.26	72,660.39	78,925.53	85,190.67	91,455.80
<b><u>FIREFIGHTER</u></b>	Step A	Step B	Step C	Step D	Step E	Step F
2.00% Increase						
Effective 1/1/2019	Starting	12 Months	24 Months	36 Months	48 Months	60 Months
Annual Rate	61,332.72	67,723.16	74,113.60	80,504.04	86,894.48	93,284.92
<b><u>FIREFIGHTER</u></b>	Step A	Step B	Step C	Step D	Step E	Step F
2.50% Increase						
Effective 1/1/2020	Starting	12 Months	24 Months	36 Months	48 Months	60 Months
Annual Rate	62,866.04	69,416.24	75,966.44	82,516.64	89,066.84	95,617.04
<b><u>FIRE INSPECTOR</u></b>	(Annual Rate 12.5% above Step F)					
2.00% Increase						
Effective 1/1/18						
Annual Rate	102,887.78					
<b><u>FIRE INSPECTOR</u></b>	(Annual Rate 12.5% above Step F)					
2.00% Increase						
Effective 1/1/19						
Annual Rate	104,945.53					
<b><u>FIRE INSPECTOR</u></b>	(Annual Rate 12.5% above Step F)					
2.50% Increase						
Effective 1/1/20						
Annual Rate	107,569.17					
	FF	FG	FH	FH1		
	FF w/o	FF w/Paramedic		5 Consecutive		
	Paramedic	Certification		7.5 Hr		
FIRE LIEUTENANT	Certification	of 12 mos	12 mos	Days		
Effective 1/1/18						
Annual Rate	103,762.48	106,875.35	109,012.85	122,639.46		
	FF	FG	FH	FH1		
	FF w/o	FF w/Paramedic		5 Consecutive		
	Paramedic	Certification		7.5 Hr		
FIRE LIEUTENANT	Certification	of 12 mos	12 mos	Days		
Effective 1/1/19						
Annual Rate	105,837.73	109,012.85	111,193.10	125,092.24		
	FF	FG	FH	FH1		
	FF w/o	FF w/Paramedic		5 Consecutive		
	Paramedic	Certification		7.5 Hr		
FIRE LIEUTENANT	Certification	of 12 mos	12 mos	Days		
Effective 1/1/20						
Annual Rate	108,483.67	111,738.17	113,972.93	128,219.55		
1) Hourly rate for employees working a 24 hour shift schedule. For payroll purposes, hourly rate =annual/2,630.16 hours						
2) Biweekly rate for payroll purposes= hourly rate multiplied by 101.16 hours						
3) Hourly rate for employees working a schedule of 5 consecutive 7.50 hour days. For payroll purposes, hourly rate=annual rate/1,950 hours						
4) Biweekly rate for payroll is based on hourly rate multiplied by 75 hours						

## APPENDIX B

## EDUCATIONAL INCENTIVE PAY FOR BARGAINING UNIT MEMBERS

After completion of 18 months of continuous service with the Oak Park Fire Department, monthly payments will be authorized to those Bargaining Unit Members who have exhibited evidence of

Upon successful attainment of an A.A., A.A.S., monthly payment will be \$60.00.

Upon successful attainment of a B.A., B.S., monthly payment will be \$80.00.

If a Bargaining Unit Member achieves a Master's Degree then the monthly payment will be \$100.00.

## APPENDIX C

### LONGEVITY PAY FOR BARGAINING UNIT MEMBERS

Effective 1/1/2011, in lieu of the educational incentives outlined in Appendix B, the Village agrees to pay to the Bargaining Unit Member who completes ten (10) consecutive years of service on the Oak Park Fire Department a longevity step of \$95.00 per month

Effective 1/1/2011, in lieu of the educational incentives outlined in Appendix B, the Village agrees to pay to the Bargaining Unit Member who completes fifteen (15) consecutive years of service on the Oak Park Fire Department a longevity step of \$115.00 per month

Effective 1/1/2011, in lieu of the educational incentives outlined in Appendix B, the Village agrees to pay to the Bargaining Unit Member who completes twenty (20) consecutive years of service on the Oak Park Fire Department a longevity step of \$140.00 per month

## APPENDIX D

### PROCEDURES FOR PROCESSING "FAIR SHARE" OBJECTIONS

#### **A. Filing an Objection**

An employee with any objections to a fair share payment shall initially file his/her objection by notifying the Union President in writing by registered or certified mail post-marked within thirty (30) days after he/she becomes aware of the basis for his/her objection.

#### **B. Review Step One**

Any objection properly submitted to the Union President shall be promptly heard by the Executive Board of the Union, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty calendar (30) days after the receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments is to be made, and notify the objector in writing.

#### **C. Review Step Two**

Upon receipt of the decision of the Executive Board, an objecting employee may pursue his/her objection by filing a complaint with the State Labor Relations Board, in accordance with the procedures established by that Agency. In the event that appropriate procedures are not available, the employee may appeal the Executive Board's decision to binding arbitration utilizing the procedures set forth in Article VIII, Step 5, of the current labor agreement.

In using this procedure, an employee shall operate under the conditions set forth for the Union, and the Union shall operate under the conditions set forth for the Village. The only exception shall be in the provision for the sharing of costs of the arbitration process. Under this procedure, the Union shall, from its funds budgeted for contract defense and administration and used in the calculation of proportionate share non-member payments, pay the full cost of the arbitration and any administrative fees connected with the arbitration process.

#### **D. Consolidation**

If more than one employee has requested arbitration, all complaints shall be consolidated and determined by the designated arbitrator in a single hearing. In any such hearing, the objectors shall designate a spokesperson to act in their behalf in presenting all claims in the hearing.

#### **E. Segregated Funds**

Upon the initial receipt by the Union of any contested amount of proportionate fair share payment by an employee, the Union shall cause the placement of such contested amount in an interest bearing escrow account at the then prevailing rate. Any additional so contested amounts, collected while the objection is in process, shall be similarly directed to such account, and remain so segregated from usual and customary Union funds until such time as the validity of the objection is finally determined.



## APPENDIX E

### FLSA 7G WORK DETAILS

Local 95 agrees to this action under the present exigent circumstances and do so without waiver and without prejudice to our prospective bargaining rights.

The Union agrees to the elimination of a full time Fire Prevention Bureau, which includes the rank of Battalion Chief (an exempt rank) and the elimination of the Rank of Fire Inspector. The entire section 9.2, Promotion to the Rank of Fire Inspector, shall be held in abeyance. In the event that the Fire Inspector position is reinstated during the time the current Fire Inspector is still in the employment of the Oak Park Fire Department, that individual reverts back to his promoted position of Fire Inspector. If the current Fire Inspector is no longer in the employment of the Village, or chooses not to return to the Fire Prevention Bureau, the Fire Inspector position shall be filled in accordance with Section 9.2.

The Union agrees to the elimination of the full time Training Division, which includes the Training Division Battalion Chief (an exempt rank). The Union also agrees to the elimination of the Training Lieutenant position. Section 9.6 shall be placed in abeyance. In the event that the Training Lieutenant position is reinstated during a period of time the Lieutenant who is currently the Training Lieutenant would be placed back in the Training Division until the end of that calendar year. In the event that the Training Lieutenant position is reinstated when no Lieutenant is in the position when the reorganization is started, a new Lieutenant would be selected in accordance with Section 9.6 (B)

It is the intent of this appendix to allow for the hiring of department members to perform the following fire department related duties to include, but not limited to the following:

- fire prevention activities
- public education
- training
- emergency preparedness
- emergency medical services coordination, etc.

In accordance with Article 7 (g) of the FLSA, the parties agree that the straight time hourly rate for work within the duties of the Fire Prevention Bureau, Training Division, Public Education, Emergency Medical Service Coordination and Emergency Management / Preparedness Sixteen dollars and thirty three cents per hour (\$16.33). All assigned hours in these positions shall be during the employee's off duty hours between the hours of 8:00 A.M. and 5:00 P.M. and shall be paid at the rate of time and one half (1.5) the straight time hourly rate (i.e.  $\$16.33 \times 1.5 = \$24.50$ ).

After each calendar year of participation in the Fire Prevention Bureau, Training Division, Public Education, Emergency Medical Service Coordination and Emergency Management / Preparedness the employee's wage rate shall increase as below:

After 1 year	<u>\$25.88</u>
After 2 years	<u>\$ 26.96</u>
After 3 years	<u>\$28.05</u>

There will be no pension deduction from these wages, nor will this position increase pension wage determination. A member working a 7g work detail can not opt to take compensatory time in lieu of pay. A member who is used during an emergency and whose pay reverts back to their normal hourly rate (at OT) may elect to take that period of time as compensatory time.

In the event that an employee performing duties at the 7 (g) wage rate are needed to respond to

emergency calls (i.e., building fire, fill in for on-duty member leaving due to an emergency, need for increase in emergency staffing levels due to a storm, etc.) their rate of pay shall for that period of time will be at their normal hourly rate (overtime). This language does not usurp Section 11.3.B. Mid-Shift Call Backs, Section 11.3.C. Hold Over or Shift Work Retention, Section 11.3.D. Emergency Call Back Pay.

No member can be denied the opportunity to work overtime under Section 11.3.C. due to scheduled hours in a 7g work detail.

If a member is used during the work day to fill in for a short period of time for an on-duty shift member it will only be in the case of an emergency. For example, an on duty shift member receives a call of an emergency at home and has requested to leave work. If the use of a 7g detail personnel can prevent an apparatus from going out of service while a mid-shift call back is being conducted, the department can use the 7g detail personnel to fill the shift spot temporarily. The individual working the 7g detail can be asked and volunteer to fill the vacated spot during the normal course of the mid-shift call back when they fall in line in the process.

Members working a 7g detail will be asked to consider what appointments they may have or details that would be interrupted by their volunteering to fill an overtime position following their normal shift. An example is a member who has a public education talk at a school but volunteers to take a 24 hour overtime assignment causing a possible cancellation of the public education activity.

Below is a list of proposed 7g work details. The roles and responsibilities listed are not all inclusive. The roles and responsibilities of the 7g work details are intended to assume the roles and responsibilities currently performed by members on day shift / administrative duties.

With all the 7g work details members who volunteer and are selected to perform the duties are expected to commit the time and effort needed to perform the roles. It is understood there will be a learning curve for members who may not have performed in some of the roles or may not have had the responsibilities in the past. It is expected that individuals who volunteer and are selected for these positions will perform the duties at a high level of service.

All members who volunteer and are selected for the 7g work details will be evaluated on their performance as well as participation level. Members will be given every opportunity to receive the experience and training necessary to fill the roles. Members who fill 7g work detail positions may be removed for just cause (e.g. personnel who have not committed any time to the 7g work detail).

The 7g work detail hours are flexible in that members can set their hours depending on the work that needs to be accomplished. Start time is 8:00 A.M. Members who are assigned to 7g work details can work the number of hours that are necessary for them to complete the agreed upon work. (Example: member assigned to FPB, start at 8:00 A.M. or later and work for two hours or six hours whatever it takes to finish the inspections or work assigned to them) The intent of the 7g work details is that the members selected to fill those positions schedule they days and hours they are available to work in order to complete assignments for the week, month, year or period of time work needs to be accomplished in. There is flexibility here in the hours needed by the members selected for the different positions. The intent is that members commit as much or as little time as needed to perform the task and assignments given them.

It is the intent of the administration to spread the positions out to as many members as possible. With that being said if someone volunteers to fill more than one position (example: fire prevention and public education or EMS Coordinator and emergency preparedness) and positions remain open an individual may fill more than one position. Initially a member may only be assigned one 7g work detail. If after all volunteers for positions are assigned to 7g work details and work detail positions remain unfilled a member can be assigned to more than one detail.

In October / November of every year members who fill 7g positions in the Fire Prevention Bureau will be evaluated for continued participation in the FPB. If a member has not participated in the 7g work detail, has consistently cancelled scheduled days through the year, or documentation exist substantiating low work productivity or performance, the member will be removed and the position will be open for another member.

In the event a member elects to step back from a 7g work detail the position will be posted for a period of 10 work days for all members to have the opportunity to submit their name for consideration.

#### **1. Fire Prevention Bureau –**

These activities include fire inspections, plan review, pre-fire planning, pre-construction meetings, inspections of new and remodeled buildings, etc.

The current Battalion Chief / Fire Prevention Bureau will have one of the eight positions if he so chooses. The current Battalion Chief / Fire Prevention Bureau would start at the 4<sup>th</sup> year hourly rate.

The current Fire Inspector will have one of the eight positions if he so chooses. The current Fire Inspector would start at the 3<sup>rd</sup> year hourly rate.

The remaining six positions will be filled by department members who submit their names to the Fire Chief and will be selected based on their experience and training in fire prevention (either through experience or specialized training/certifications).

#### **2. Public Education –**

The current CPR courses scheduled for evening classes will continue to be run in the same manner with member receiving OT at the normal salary or having the opportunity to take compensatory time in lieu of pay.

All other public education activities will be paid at the 7g work detail rate and may not be taken as compensatory time off in lieu of pay.

#### **3. Training –**

One member from each shift will be selected to fill a training coordinator's position on their respective shift. Those members selected to be the training coordinator will be compensated at the 7g work detail rate. The training coordinator shall be evaluated annually and may be removed for just cause.

Any member wishing to participate in being an instructor for a training course may elect to do so at the 7g work detail rate. Members who wish to fill the roll as instructor are encouraged to obtain the state fire marshal's certification as an Instructor I.

#### **4. Emergency Medical Service Coordinators**

One member from each shift will be selected to fill the EMS Coordinator position for their respective shift. Members filling the EMS Coordinator position for their shift will be compensated at the 7g work detail rate.

Members filling these roles shall be paramedics and will be evaluated annually on their performance. A member may be removed from the position for just cause.

## APPENDIX G

### UNIFORMS Required Items

#### (1) All Members

3	Non-rated station wear Pants or Cargo type Pants
One pair dress work shoes, one pair approved athletic work shoes and one (1) pair non-fire work boots or re-soled fire work boots. (reimburse up to \$225.00 for purchase)	
1	Black Tie (clip on or tie type)
1	1-3/4" Black Garrison Belt with Chrome Buckle
1	Work Jacket
1	Turnout Coat
1	Turnout Pants
1 pair	Bunker Boots
1 pair	Suspenders
2	Flash/Fire Hoods
2 pair	Work Gloves
6 pair	Socks, Black or Solid White
1	Flashlight with batteries
1	Rope Hose Tool
Dress Uniform (After passing probation)	
1	S.C.B.A. Breathing Mask
1	Rescue spanner tool

#### (2) Lieutenants, Fire Fighters and Fire fighter/Paramedics

2	Cargo type Shorts
5	Combination of non-rated station wear Long/short Sleeve Polo Style Shirts
1	Long Sleeve Dress Shirt (White)
6	Combination long/short sleeve T-Shirts with Logo
2	Silver Name Tags

- |   |                 |
|---|-----------------|
| 1 | Dress hat, Blue |
| 1 | Helmet          |

**(3) Fire Fighter/Paramedics**

Equipment and supplies previously supplied to Fire Fighter/Paramedics (e.g., penlights, pouches, scissors, etc.) shall continue to be supplied or approved for supply to Fire Fighter/Paramedics during the term of this Agreement.

**(4) Fire Inspectors**

- |   |  |
|---|--|
| 1 | Trench/Rain Coat with removable lining |
|---|--|

**Other Items Approved But Not Required**

- |        |  |
|--------|--|
| 1 set  | (top and bottom) high performance style long underwear set. Maximum Village contribution towards purchase shall not exceed \$100<br>OR<br>Cotton long underwear (top and bottom) |
| 2      | Non-rated sweatshirts with embroidered patch and name  |
| 1      | Baseball Cap, Navy Blue, Solid or Mesh, embroidered logo on front  |
| 1      | Watch Cap  |
| 1 pair | Dress Gloves (Black)   |
| 1 set  | Bed Linens (Plain White) and Pillow  |
| 1      | Watch under \$30.00  |

Appendix H (Smoking Area Policy) has been incorporated into Article XVI: Safety

## APPENDIX I

### DRUG AND ALCOHOL TESTING

#### Section 1. General Policy Regarding Drugs and Alcohol

The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse.

In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the Village and the Union agree to establish a program that will allow the Village to take the necessary steps, including drug and/or alcohol testing, to implement a general policy regarding drugs and alcohol.

#### Section 2. Definitions

- A. "Drugs" shall mean any controlled substance listed in Chapter 56-1/2 of the Illinois Revised Statutes, known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by the policy are the following:

Opium	Methaqualone	Psilocybin-psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide		
		Steroids

- B. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.
- C. "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his duties due to the effects of drugs or alcohol in his body. When an employee tests positive for drugs or alcohol, impairment is presumed.

#### Section 3. Prohibitions

Firefighters shall be prohibited from:

1. Consuming or possessing alcohol or illegal drugs at any time during the work day on any of the Village's premises or job sites, including all Village buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business.
2. Using, selling, purchasing or delivering any illegal drug during the work day or when off duty.

3. Being under the influence of alcohol or drugs during the course of the work day.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

#### **Section 4. The Administration of Tests**

##### **A. Informing Employees Regarding Drug Testing**

All current employees will be given a copy of the Drug & Alcohol Testing Policy upon execution of the agreement between the parties. All newly hired employees will be provided with a copy at the start of their employment.

##### **B. Pre-Employment Screening**

Nothing in this Appendix shall limit or prohibit the Village from requiring applicants for bargaining unit positions to submit to blood and/or urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

##### **C. When a Test May Be Compelled**

There shall be no random, across-the-board, or routine drug testing of employees, except as provided by Section 9 or as is otherwise expressly agreed to in writing by the parties. When there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that employee may be required to report for drug/alcohol testing. When a company level officer has reasonable suspicion to believe that an employee is impaired due to being under the influence, that officer shall have the Battalion Chief or his designee confirm that suspicion prior to any order to submit to drug/alcohol testing. At the time the employee is ordered to submit to testing the Village shall notify the Union Representative on duty and if none is on duty, the Village shall make a reasonable effort to contact an off duty Union Representative. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

It is understood that drug or alcohol tests may be required under the following conditions:

1. When an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty;
2. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
3. When an employee is involved in an on-duty accident where there is reasonable suspicion of illegal drug use or alcohol abuse;
4. Where an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.



#### **D. Reasonable Suspicion Standard**

Reasonable suspicion exists if the facts and circumstances warrant a rational inference that person is impaired by alcohol or controlled substances. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances;
2. Information provided by an identifiable third party which is independently corroborated.

#### **E. Order to Submit Testing**

At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available. No questioning of the employee shall be conducted that is not consistent with the "Fireman's Disciplinary Act." A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

### **Section 5. Conduct of Tests**

The Village may use breathalyzer tests for alcohol testing. In conducting the testing authorized by this Agreement (other than by use of a breathalyzer, with respect to which only item h., below, shall apply), the Village shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA).
- B. Insure that the laboratory or facility selected conforms to all NIDA standards, including blind testing.
- C. Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months.
- D. Collect a sufficient sample of the same bodily fluid or material from a Fire Fighter to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- E. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
- F. Confirm any sample that tests positive in the initial screening of drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense,

provided the employee notifies the Human Resources Director in writing within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.

- H. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .02 based upon the grams of alcohol per 100 milliliters of blood to be considered positive. Parties agree that the acceptable blood alcohol concentration stated above is not intended to encourage alcohol usage that may impair employees during working hours.
- I. Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- J. Insure that no employee is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during the pendency of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.
- K. Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village shall not use such information in any manner or forum adverse to the employee's interests.
- L. Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

#### **Section 6. Cutoff Levels**

The following initial test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

##### Initial Test Level

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below:

##### Confirmatory Initial Test Level

Marijuana metabolites*	15 ng/ml
Cocaine metabolites**	150 ng/ml
Opiates:	
Morphine	300 ng/ml

Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamines	500 ng/ml
Methamphetamine	500 ng/ml
* Delta-9-tetrahydrocannabinol-9-carboxylic acid	
**Benzoylecgonine	

The above cutoff levels have been established based on Department of Health and Human Services recommendations. It is understood that changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cutoff levels. Should such changes or need arise, the parties agree to meet promptly to negotiate with respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the Village may for good cause (e.g., NIDA or Health and Human Services recommendations) implement new or changed cutoff levels on an interim basis while negotiations are proceeding subject to challenge by the Union through the grievance procedure.

### **Section 7. Right to Contest**

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement.

### **Section 8. Voluntary Requests for Assistance**

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the request follows the order to submit to testing or unless the employee is found to be using illegal drugs or under the influence of drugs or alcohol. If the employee is then unfit for duty in his current assignment, the Village may authorize sick leave or another assignment if it is available in which the employee is qualified and/or is able to perform. The Village shall make available through its Employee Assistance Program (EAP) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulative sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leave shall not exceed one (1) calendar year.

### **Section 9. Discipline**

All discipline in situations involving a positive drug/alcohol test shall be administered as specified below:

#### **A. First Positive**

In the first instance that an employee tests positive on the confirmatory test for drugs, is found to be under the influence of alcohol, the employee may be subject to a suspension not to exceed five (5) calendar days. The foregoing limit on suspension is conditioned upon the employee's agreeing to:

1. Undergo appropriate treatment as determined by the physician(s) involved;
2. Discontinue use of illegal drugs or abuse of alcohol;
3. Complete the course of treatment prescribed, including an "after-care" group for a period up to twelve (12) months;

4. Submit to random testing during working hours during the period of “after-care” treatment.

Employee who do not agree to or who do not act in accordance with the foregoing, or who test positive a second or subsequent time shall be subject to discipline, up to and including discharge.

**B. Second Positive**

Employees who test positive on the confirmatory test of drugs or alcohol on a second occasion shall be subject to discharge. If the employee is then undergoing treatment, as provided in A(1) and (3) of Section 9, or if there are other mitigating circumstances (such as the absence of any adverse effect on job performance), the discharge penalty may be commuted to a suspension not to exceed thirty (30) calendar days.

**C. Third Positive**

Employees who test positive on the confirmatory test for drugs or alcohol on a third occasion shall be subject to discharge without possibility of mitigation or commutation. The Fire Chief is hereby empowered by contract to impose such penalty, and neither the Board of Fire and Police Commissioners nor an arbitrator shall have no jurisdiction to review, set aside or modify such penalty.

This Section 9 shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge because the employee's condition is such that he is unable to properly perform his duties due to the effects of drugs or alcohol, nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during the work day or while off duty or for using any illegal drug while on duty. In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public or Fire Department life, limb or property).

**Section 10. Confidentiality of Test Results**

The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Human Resources Director, the designated representative of the Union, and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

**Section 11. Insurance Coverage**

The Village shall pay 100% of the EAP, but if further treatment is necessary, coverage or lack of coverage will be determined by the employee's individual health plan.

## APPENDIX I

### GRIEVANCE SETTLEMENT

The parties agree to settle the "Acting" grievances filed October 5, and October 8, 1993, according to the following terms:

1. The Union agrees to withdraw the grievances;
2. The Village agrees that the Chief shall issue an order implementing the following conditions:
  - a. In the absence of the regularly assigned company Lieutenant, Fire Fighters shall be assigned to fill such vacancies on an "acting" basis for up to two (2) assignments per shift. Any additional acting assignments (beyond two) shall be at the discretion of the Chief.
  - b. Acting assignments may be made to either of the two outside stations, if necessary.

## APPENDIX L

### SETTLEMENT AGREEMENT

The undersigned parties agree to settle the grievance known as the "Badger grievance" according to the following terms and conditions:

1. The Village shall adopt and implement the "policy" attached hereto as Exhibit "A";
2. In consideration for this action, the Union agrees to withdraw from arbitration the Badger grievance;
3. Any dispute concerning enforcement or implementation of any provision of this policy shall be resolved in accordance with the Grievance Procedure Article VIII of the contract between the Village and Local 2012;
4. Any modification that the Village may desire to make in the "policy" that affects members of the Union bargaining unit during the term of the Village/Union contract shall be carried out in accordance with Articles XX and XXII of the Village/Union agreement.

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Village

-----  
Union

April 9, 1993

Date

**Exhibit A**

### **WORK-RELATED INJURIES AND MEDICAL EXAMINATIONS TO DETERMINE WORK STATUS**

Chapter 70, Section 91 of the Illinois Revised Statutes 1991 provides that public safety employees of municipalities who are injured while on duty, and who are unable to work at their public safety job as a result of such injury and who do not work while so injured at any job, whether paid or not, shall be entitled to full compensation and full benefits as long as they remain unable to work for up to one year due to any single, continuous work-related injury. Any salary compensation due such employee under Worker's Compensation or under any insurance carried by the Village shall revert to the Village while the employee is receiving compensation and benefits under this provision. In addition, such employees shall also not be entitled to disability benefits under the Pension Code while they receive salary and benefits under this provision. This Section applies to all injuries which would be otherwise compensable under the Worker's Compensation Act. No benefit to which a public safety employee is entitled may be diminished during the period of time the public safety employee is being compensated under Chapter 70, Section 91 of the Illinois Revised Statutes. Specifically, the Village cannot use, reduce, diminish or stop the accrual of benefits to which the employee is normally entitled, such as an employee's vacation, comp time, sick time or other benefit while the public safety employee is being compensated under Chapter 70, Section 91 of the Illinois Revised Statutes.

#### **1. Medical Examination Required at the Time of a Work-Related Injury.**

Any employee who suffers a work-related injury shall be examined by a physician as soon after the injury as is possible. Such employees shall be notified prior to transport of their option to be examined by a physician of their own choice, covered by their own health insurance, or by the Village's

Occupational Health physician at the Village's expense. If the employee elects to be examined by the Village's Occupational Health physician, he/she shall be transported immediately to such physician or specialist to whom the Occupational Health physician refers the employee for initial examination and treatment, provided that such physician or facility is located within a ten (10) mile radius of the Village of Oak Park and that the travel distance is safe or necessary in relation to the severity of the injury.

If the employee elects to be examined by a personal physician or at a local hospital, such election shall be honored and he/she shall have the option to be transported to such physician or hospital, provided that such physician or hospital is within a forty (40) mile radius of the Village of Oak Park and that, in the opinion of the transporting agent of the Village, the travel distance is safe or necessary in relation to the severity of the injury. Treatment by such a physician or hospital will be covered by the employee's own health insurance. The employee will be responsible for the payment of all deductibles and all non-covered expenses subject to the employee's right to be reimbursed for any such expenses pursuant to a worker's compensation claim or settlement.

If the employee chooses to be treated by a private physician rather than by Occupational Health, the employee must still be examined by the Occupational Health physician for the initial determination of the employee's work status. All employees should make themselves available for examination by the Occupational Health physician within forty-eight (48) hours of injury, or as soon as the employee is physically able to do so, whichever occurs later.

## **2. Medical Examinations to Determine an Employee's Work Status or Change in Work Status.**

It shall be the responsibility of the Village's Occupational Health physician, or any physician or specialist to whom the Village's Occupational Health physician refers such employee, to determine whether an employee who (a) has suffered a work-related injury, (b) has a non-work-related injury or illness for which a medical examination is required under Village personnel procedures, or (c) must qualify as physically fit to perform specific job functions such as the use of Fire Department respirator equipment, is fit for duty, not fit for duty or fit for duty with restrictions and to approve a change in the work status of an employee, provided that employees shall be entitled to contest such determinations by seeking a second opinion in accordance with the procedures described in Paragraph 3 of this policy.

## **3. Procedure for Resolving Disputes as to Employee Work Status.**

If an employee is not satisfied with the opinion of the Occupational Health physician or the physician to whom Occupational Health has referred the employee with regard to the employee's work status, the employee has the right to obtain a second opinion. To do so, the employee must notify his or her shift commander of the employee's intention to obtain a second opinion within forty-eight (48) hours or prior to the next full shift which the employee is scheduled to work after the employee has obtained notification of his work status from the Occupational Health physician.

Any change in the employee's physical condition attributable to the employee's original duty-related injury while on a particular work status will require a re-examination by the Occupational Health physician to either obtain a change in work status or to obtain a second opinion if the employee is not satisfied with the opinion of the Occupational Health physician as to the employee's changed physical condition. If an employee seeks a second opinion, the employee must do so from a physician who possesses at least an equivalent level of expertise as the Occupational Health physician or specialist who rendered the initial opinion. It shall be the responsibility of the employee to obtain the second opinion at the earliest possible opportunity.

If the employee has been found fit for duty or fit for duty with restrictions by the Occupational Health physician or specialist, and the employee believes that he or she is not fit for duty with or without restrictions, and the employee has notified the shift commander within the above stated time

limitation that he or she is seeking a second opinion, then the employee shall be entitled to be relieved from duty pending the rendering of the second opinion.

If the second opinion confirms that the employee is not fit to perform the regular duty or restricted duty approved by the Occupational Health physician, the employee shall be entitled to full compensation for those days during which he/she was relieved from duty.

If the second opinion agrees with the opinion of the Occupational Health physician or the specialist to whom the Occupational Health physician referred the employee, then the employee will not be entitled to compensation for those days during which he or she did not work.

The Village may elect to seek a third opinion from a physician of a least equivalent expertise to the physicians rendering the first and second opinions. The choice of the third physician will be mutually agreed upon by the employee and the Village or, if the employee and the Village do not agree, then the third physician will be chosen by mutual agreement of the physicians who have rendered the first and second opinions. The employee will be entitled to full compensation for time off up to and including the day upon which the third opinion is rendered. The third opinion, with regard to the employee's work status, will be binding upon the Village and the employee.

Nothing in the foregoing policy shall be construed as altering or diminishing an employee's rights to utilize contractually provided sick benefits for non-duty related injury or illness that may arise while an employee is in a particular work status pursuant to the terms of this policy, or altering or diminishing the rights of the Village or its employees in carrying out the responsibilities and preserving the rights of each under the Worker's Compensation Act.

#### **VILLAGE POLICY PROHIBITING RETALIATION AGAINST EMPLOYEES WHO EXERCISE THEIR STATUTORY OR CONTRACTUAL EMPLOYEE RIGHTS**

It shall be the policy of the Village of Oak Park that all conduct and interactions between employees and between employees and supervisors of the Village of Oak Park shall be based upon mutual respect and professionalism. State law and Village policy prohibits retaliation against any employee for exercising his or her statutory or contractual employee rights. Retaliation is not limited to, but shall include, unwarranted discipline or discharge; the unjustified withholding of any employee benefit or benefits; causing or permitting the repeated use of disrespectful, derogatory or abusive terms or comments in reference to an employee; the unjustified or unwarranted treatment of an employee on a repeated or regular basis in a manner which differs substantially from the treatment afforded to the majority of the employees in the same work classification; or any repeated or continuous conduct which creates an oppressive and/or inhospitable work environment for said employee.

Retaliation conduct by any supervisor or any co-worker against any employee who exercises his or her statutory or contractual rights in relation to the employee's employment with the Village of Oak Park shall subject the supervisor or co-worker engaging in such conduct to discipline up to and including discharge.



FRANCZEK S U L L I V A N P.C.  
ATTORNEYS AT LAW

TERRENCE T. CREAMER  
312-786-6157  
May 14, 2008  
300 SOUTH WACKER DRIVE  
SUITE 3400  
Chicago, ILLINOIS 60606  
PHONE 312-986-0300  
FAX 312-986-9192

J. Dale Berry, Esq.  
Cornfield & Feldman  
25 East Washington Street  
Suite 1400  
Chicago, Illinois 60602  
Re: Village of Oak Park

Dear Dale:

During the negotiations for the 2006-2009 Agreement between the Village of Oak Park and the International Association of Fire Fighters Local 95, the parties agreed to a Medical Information Release and Authorization form that would be used in cases where an employee reports a work-related injury or illness. The language within that form shall not be construed to impair the rights of bargaining unit employees under Section 13.9 (On-The-Job Injuries) and Appendix N (Settlement Agreement of the Badger grievance) of the Agreement.

Very truly yours,

Terrence T. Creamer  
TTC/mes  
Enclosure  
cc: Fire Chief William Bell  
Frank Spataro

**APPENDIX M**  
**OAK PARK FIRE DEPARTMENT AND LOCAL 95**  
**EMPLOYEE RECORD OF**  
**OUTSIDE EMPLOYMENT FORM**

Employee Name: \_\_\_\_\_

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

Self Employed: ☐ Yes ☐ No

Name of Outside Employer: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No. of Outside Employer: (\_\_\_\_) \_\_\_\_\_

**DESCRIPTION OF DUTIES**

(Including typical number of hours per day or week or assignment,  
and duration of employment)

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I certify that I have read Section 16.3 of the Collective Bargaining Agreement between Local 95 and the Village.

Employee Signature

\_\_\_\_\_

Date

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## Policy Manual

### 103.1 PURPOSE AND SCOPE

The Policy Manual of the Village of Oak Park Fire Department is hereby established and shall be referred to as the Policy Manual or the manual. The manual is a statement of the current policies, rules and guidelines of this department. All members are expected to conform to the provisions of this manual.

All prior and existing policies, manuals, orders and regulations that are in conflict with this manual are revoked. The establishment of this policy shall be a management prerogative, except that participation shall be sought from employees in the development of those policies. It is intended that these policies to provide for internal continuity.

### 103.2 POLICY

Except where otherwise expressly stated, the provisions of this manual shall be considered as guidelines. It is recognized that fire and rescue work is not always predictable and circumstances may arise that warrant departure from these guidelines. It is the intent of this manual to be viewed using an objective standard, taking into consideration the sound discretion entrusted to the members of this department under the circumstances reasonably available at the time of any incident.

#### 103.2.1 DISCLAIMER

The provisions contained in the Policy Manual are not intended to create an employment contract nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the Village of Oak Park Fire Department and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the Village, its officials or members. Violations of any provision of any policy contained within this manual shall only form the basis for department administrative action, training or discipline. The Village of Oak Park Fire Department reserves the right to revise any policy content, in whole or in part.

#### 103.2.2 SEVERABILITY

In the event that any term or provision of this Policy Manual is declared illegal, invalid or unenforceable by any court or any federal or state government agency, the remaining terms and provisions that are not affected shall remain in full force and effect. If any provision of the Policy Manual is found to be in conflict with a local, state or federal law, Village policy or collective bargaining agreement, such law, Village policy or collective bargaining agreement shall take precedence over that provision of the Policy Manual.

# Village of Oak Park Fire Department

## Policy Manual

### *Policy Manual*

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#### **103.3 AUTHORITY**

The Fire Chief shall be considered the ultimate authority for the content and adoption of the provisions of this manual and shall ensure compliance with all applicable federal, state and local laws. The Fire Chief or the authorized designee is authorized to issue Departmental Directives, which shall modify those provisions of the manual to which they pertain. Departmental Directives shall remain in effect until such time as they may be permanently incorporated into the manual.

#### **103.4 DEFINITIONS**

The following words and terms shall have these assigned meanings throughout the Policy Manual, unless it is apparent from the content that they have a different meaning:

**Adult** - Any person 18 years of age or older.

**Appointing authority** - The Board of Police and Fire Commissioners, Board of Fire Commissioners, Civil Service Commissioners, superintendent or department head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department (50 ILCS 742/5).

**Village** - The Village of Oak Park.

**Non-sworn** - Employees and volunteers who are not engaged in fire suppression as part of their primary duties.

**Company Officer** - An officer on the Oak Park Fire Department that holds the rank of Lieutenant and is assigned to a shift and station within the Operations Division.

**Department/OPFD** - The Village of Oak Park Fire Department.

**Fire Code** - The National Fire Protection Association (NFPA) 101 Life Safety Code, 2000 Edition (425 ILCS 25/9; 41 Ill. Adm. Code 100.7).

**Firefighter** - Those members, regardless of rank, who perform fire suppression duties as part of their primary duties as sworn or commissioned members of the Village of Oak Park Fire Department. Firefighter also means fire protection personnel.

**General Policy** - A written directive issued by the Fire Chief, applicable to the Department as a whole, or a division or a specific project thereof, which establishes a principle, policy, guideline, or procedure, concerning a given subject which is effective permanently or until revoked by a subsequent directive.

**Health and Safety Officer** - Members designated by the Fire Chief as responsible for the administration of health and safety-related programs and policies for the Village of Oak Park Fire

# Village of Oak Park Fire Department

## Policy Manual

### *Policy Manual*

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**Department.** The Fire Chief shall assume responsibility for health and safety-related policy and program administration if there is no designee.

**Information Bulletin** - A bulletin disseminated by any department member to keep personnel informed of Department or Village activities, to provide information or explanations, to request suggestions, to inform all personnel of fire related activities, problems, or developments, either on a local or national level. Information Bulletins will be numbered with the year, a period, and a 3-digit number; e.g., 91.001. The last three digits will be in sequence beginning at the first of the year and ending at the last of the year.

**Manual** - The Village of Oak Park Fire Department Policy Manual.

**May** - Indicates a permissive, discretionary or conditional action.

**Member** - Any person who is employed or appointed by the Village of Oak Park Fire Department.

**Officer** - An officer on the Oak Park Fire Department shall mean anyone with the rank of: Fire Chief, Deputy Chief, Battalion Chief and Lieutenant.

**On-duty** - Member status during the period when he/she is actually engaged in the performance of his/her assigned duties.

**Order** - A written or verbal instruction issued by a superior.

**Personnel/Employees** - When used alone it shall mean both Fire personnel and civilian employees of the Department.

**Rank** - The title of the classification held by a firefighter.

**Shall or will** - Indicates a mandatory action.

**Shift Commander** - An officer on the Oak Park Fire Department that holds the rank of Battalion Chief and is assigned to a shift within the Operations Division.

**Should** - Indicates a generally required or expected action, absent a rational basis for failing to conform.

**Special Policy** - A written directive issued by the Fire Chief, applicable to the Department as whole, or a division or a specific project thereof, or an individual therein, which establishes a temporary principle, policy, guideline, or procedure on a given subject, usually for specific length of time. When the effective period a Special Directive is not specified, it automatically becomes inoperative with the passing of the incident. Special Directives will be numbered with the year, a period, and a 3-digit number; e.g., 91.001. The last three digits are used in sequence from the beginning of the year to the end of the year.

# Village of Oak Park Fire Department

## Policy Manual

### *Policy Manual*

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**Supervisor** - A person in a position of authority regarding hiring, transfer, suspension, promotion, discharge, assignment, reward or discipline of other department members, directing the work of other members or having the authority to adjust grievances.

The term "supervisor" may also include any person (e.g., firefighter-in-charge, lead or senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank or compensation.

#### **103.5 DISTRIBUTION OF THE POLICY MANUAL**

An electronic version of the Policy Manual will be made available to all members on the Department network for viewing and printing. No changes shall be made to the manual without authorization from the Fire Chief or the authorized designee.

Each member shall acknowledge that he/she has been provided access to, and has had the opportunity to review, the Policy Manual and Interim directives. Members shall seek clarification as needed from an appropriate supervisor for any provisions that they do not fully understand.

General Policies, Special Policies and Information Bulletins will be distributed in the following manner: One copy will be electronically filed in the Policy Manual. Each Member will receive an email of the policy. Each Fire Station will receive one (1) copy of the policy to be read at each station during quarters for nine (9) consecutive days. -

The Fire Chief or his designee shall forward a transmittal memorandum to the Union President or a firefighter/firefighters designated by the Union President to act on his behalf in the Union President's absence, that contains the General Policy or Special Policy effective for 60 days or more proposed, as well as copies of any prior memorandum or procedures that are superseded by the proposed directive. The transmittal shall contain a statement summarizing the basic purpose or objective to be accomplished by the proposed policy change.

Additionally, any proposed policy which amends an existing policy or policies shall provide a side-by-side comparison of the new language. At the same time that the proposed General Policy or Special Policy effective for 60 days or more is delivered to the union representative, the Fire Department will post the proposed General Policy or Special Policy effective for 60 days or more on the Station Bulletin Boards. The proposed General Policy or Special Policy effective for 60 days or more shall be posted at least five (5) calendar days prior to the proposed date of implementation. If, during this time, the Union expresses in writing its desire for a meeting to provide effective input with respect to the proposed General Policy or Special Policy effective for 60 days or more, the posting shall be removed and the existing Policy procedure or practice continued.

The meetings scheduled shall be held at a mutually agreeable time and place within five (5) business days of the Union's notice, unless the parties agree otherwise.

# Village of Oak Park Fire Department

## Policy Manual

### *Policy Manual*

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#### **103.6 PERIODIC REVIEW OF THE POLICY MANUAL**

The Fire Chief will ensure that the Policy Manual is periodically reviewed and updated as necessary.

#### **103.7 REVISIONS TO POLICIES**

All revisions to the Policy Manual will be provided to each member on or before the date the policy becomes effective.

Members are responsible for keeping informed of all Policy Manual revisions.

Each Battalion Chief will ensure that members under his/her command are aware of any Policy Manual revision.

All department members suggesting revision of the contents of the Policy Manual shall forward their written suggestions to their supervisors, who will consider the recommendations and forward them to the command staff as appropriate.

#### **103.8. UNION DISCLAIMER**

Local 95 does not waive its right to bargain changes to the hours, wages, or working conditions of bargaining unit members.

## APPENDIX O

### STATE CERTIFICATION PAY FOR FIRE FIGHTERS

Effective January 1, 2000, when a Fire Fighter becomes an Illinois State Certified Fire Fighter, as listed below, the employee shall have his annual salary increased by the following rate:

Fire Fighter III, Advanced Firefighter or equivalent	\$600.00
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When a Fire Fighter becomes an Illinois State Certified Fire Inspector, and is a member of the Fire Prevention Detail 7g, the employee shall have his annual salary increased by the following rates as listed below:

Fire Inspector/Prevention Officer I	\$400.00
Fire Inspector/Prevention Officer II	\$600.00
Maximum certification pay for Inspectors is	\$600.00

Lieutenants who are certified as Provisional Fire Officers receive the following annual certification pay.

Fire Officer I	\$1,650.00
Fire Officer II	\$2950.00



## APPENDIX P

### MEDICAL INFORMATION RELEASE AND AUTHORIZATION

I, \_\_\_\_\_ am an employee of the Village of Oak Park and have reported a work-related injury or illness.

I authorize and direct the following persons or entities:

Each hospital, clinic, physician, chiropractor, nurse, physical, mental health or occupational therapist and any other licensed health care provider or healing art practitioner;

To provide to:

The Village of Oak Park, PMA Companies (PMA) or its successor, their authorized representatives and attorneys;

The following documents:

Any and all records of care, treatment and diagnosis, including hospital, physician or medical records and reports, diagnostic and testing results and films, consultation reports, prescriptions, treatment records, documents, statements or other information in any form, which relate to my reported work related injury or illness and the treatment, diagnosis, prognosis, medical imposed limitations and prescriptions for same including any medical history and/or current preexisting medical conditions which relate to such reported work-related injury or illness;

For the following purposes:

To allow the Village of Oak Park, PMA or its successor, their authorized representatives and attorneys to review, evaluate and process the claim I made for a work related injury or illness, and to allow the Village of Oak Park to make decisions about my work status.

I also authorize and direct each of the above listed health care providers to confer with, discuss and disclose to the Village of Oak Park, PMA or its successor, their authorized representatives and attorneys, upon their written or oral request, any information, or interpretation of information about my medical history in relation to my reported work-related injury or illness, symptoms, diagnosis, prognosis, and causation of same for which treatment has been provided to me, orally, in writing or in any other fashion, without any formal process of discovery or adjudication for the purpose of allowing the Village of Oak Park and PMA or its successor to review, evaluate and process payments related to my Workers' Compensation or Workers Occupational Disease Act claim, and to allow the Village of Oak Park to make decisions about my work status.

I also authorize the above listed medical providers to accept and consider the above listed documents from other providers for all purposes related to evaluating and processing my work-related injury or illness and my work status.

I understand that the medical information described above is confidential and by signing this document, I am waiving that confidentiality for all purposes relating to the evaluation review, processing and litigation of my claim for a work-related injury or illness and my work status. I also understand that my refusal to sign this authorization may result in the Village of Oak Park and

PMA or its successor delaying payment for medical treatment provided to me until my medical records are provided to the Village of Oak Park and PMA or its successor or until my claim is resolved.

I also specifically authorize the above listed persons or entities to transmit the above described records by fax, e-mail or other form of electronic transmission convenient or necessary.

This authorization and release shall remain effective until my Workers' Compensation or Workers Occupational Disease Act claim is settled, dismissed or otherwise concluded.

I may revoke this authorization at any time by sending a written notice to the Village of Oak Park or PMA or its successor by fax or by mail delivery with a return receipt confirmation of service.

A copy of this document will be as effective as the original

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(Employee Signature)

-----  
(Date)

Please deliver to:  
Village of Oak Park  
Human Resource Department  
123 Madison Street  
Oak Park, IL 60302

Internal email: [HRSupport@oak-park.us](mailto:HRSupport@oak-park.us)  
External email: [HR@oak-park.us](mailto:HR@oak-park.us)  
Fax: 708-358-5652

## APPENDIX R

### HEALTH INSURANCE GRIEVANCE

VILLAGE OF OAK PARK AND IAFF 95

GRIEVANCE: Unilateral Change in Health Insurance Benefits

FMCS No. 96-08847

#### **TENTATIVE SETTLEMENT AGREEMENT**

The undersigned parties agree to settle the grievance concerning Health Insurance Benefits dated 11-30-95, according to the following terms and conditions:

1. The parties recognize that there are certain differences (including positive and negative) in the benefits and coverages provided under the Health Policy, effective January 1, 1996, Rush Prudential Plan "POS" as compared to the SHARE Health Plan "PPO" previously effective. In the interest of ensuring that the coverage and benefits will continue to be substantially the same, the Village undertakes to effect the following modifications of the Rush Prudential Plan:
  - a. Cover costs for the out-of-pocket maximum amounts in-network services that are above the SHARE plan levels of \$500.00 per person and \$1,000.00 per family that are not covered by the Rush Prudential Plan.
  - b. Cover the additional \$10.00 cost for office visits for outpatient care for specialists and prenatal care.
  - c. Cover the 20% penalty for co-pay for out-of-network care provided for under the Rush Prudential Plan if the service or care is not covered by Rush Prudential Plan, provided
    - (1) the preauthorization procedures of the Rush Prudential Plan are followed; and
    - (2) the service or care sought out-of-network is of the type that is not equivalently available in-network.
2. There shall be an open enrollment period beginning on or about June 15, 1996.
3. The Village shall supply the Union with the following information in writing:
  - a. Any changes in the coverages between the current provider, including costs, and a new provider, including costs
  - b. A side-by-side comparison showing any changes in costs or coverages (increases or decreases) or in access to coverages.
4. The Union agrees to withdraw the pending grievance from arbitration.

5. This agreement is subject to Village staff reviewing the claims experience under the previous provider to determine the economic impact of the undertakings of Paragraph 1 and shall become effective only upon written acceptance of it by the parties after consultation with each parties governing body.
6. This agreement shall remain in force through December 31, 1996, subject to both parties right to negotiate as provided under Section 14 of the IPLRA.

Raymond L. Heise  
Village of Oak Park

---

Richard Wilkie  
IAFF 95

May 24, 1996

George Edward Larney  
Mediator

## APPENDIX S

### NOTIFICATION TO EMPLOYEE OF PERSONNEL FILE RECORDS CHANGE

Access to and administration of an employee's personnel file shall be in accordance with the Illinois Personnel Records Review Act.

## APPENDIX T

### **EMPLOYER PARTICIPATION AGREEMENT FOR THE POST EMPLOYMENT HEALTH PLAN FOR COLLECTIVELY BARGAINED PUBLIC EMPLOYEES**

EMPLOYER PARTICIPATION AGREEMENT, effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the undersigned employer (the "Employer") and Nationwide Retirement Solutions (NRS), as the Administrator (the "Administrator") of the Post Employment Health Plan for Collectively Bargained Public Employees (the "Plan").

#### **WITNESSETH:**

WHEREAS, the Employer is a State or a political subdivision thereof, or an agency or instrumentality of any of the foregoing; and

WHEREAS, the Plan provides post-retirement reimbursement of qualifying medical care expenses for the benefit of government employees and their dependents; and

WHEREAS, pursuant to a collective bargaining agreement (attached hereto as Exhibit B) with the International Association of Firefighters Local 95 (the "Local Union"), the Employer has agreed to make contributions pursuant to the Plan for work performed by its employees covered by said collective bargaining agreement ("Contributions"); and

WHEREAS, the Contributions will be held in trust by the LaSalle National Bank, or its successor, as trustee (the "Trustee") of the Trust for the Post Employment Health Plan for Collectively Bargained Public Employees (the "Trust") for the exclusive benefit of plan participants and their qualified dependents; and

WHEREAS, the Plan gives authority to the Administrator to accept on behalf of the Plan an Employer for participation in the Plan; and

WHEREAS, the Administrator is willing to accept the Employer as an Employer under the Plan upon the terms and conditions herein set forth.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Employer and the Administrator hereby agree as follows:

1. By execution of this Participation Agreement, the Employer adopts and agrees to be bound by all of the terms and provisions of the Plan and the Agreement and Declaration of Trust for the Plan assets (the "Trust Agreement") effective February 20, 1991 and such subsequent amendments which are adopted as provided in the Trust Agreement. The Employer agrees to be bound by all actions taken by the Administrator and the Trustee pursuant to the powers granted them by the Plan and Trust Agreement.
2. By execution of this Participation Agreement with the Employer, the Administrator accepts the Employer for participation in the Plan. The Trust Agreement and the Plan adopted by the Employer (and other participating employers) as in effect from time to time, shall fully apply to the Employer and its employees accepted for participation in the Plan.
3. This Participation Agreement does not authorize the Plan to bind the Employer in any manner inconsistent with the terms of its collective bargaining agreement and the Trust

Agreement. This provision shall not preclude the Administrator or Trustee from enforcing any rights which are provided as a matter of law in favor of the Plan, its participants and beneficiaries or the Trustee.

4. This Participation Agreement shall cover only those categories of employment for which the present collective bargaining agreement between the Employer and the Local Union requires Contributions to the Plan. Any other categories of employment shall require specific acceptance by the Administrator to be covered under the Plan.
5. Subject to Section 8 of this Agreement, this Agreement shall remain in effect during the term of any collective bargaining agreement between the Employer and the Local Union, during any extensions or renewals thereof and during any period the Employer continues to make Contributions provided that if any negotiated change in the collective bargaining agreement requiring Contributions to the Plan is made, such change must be submitted to the Administrator for acceptance prior to its becoming effective and binding on the Administrator. The Administrator, however, reserves the right to terminate the Employer's participation in the Plan:
  - (a) should the Employer fail to make Contributions to the Plan;
  - (b) if at any time the Employer's collective bargaining agreement is modified in a manner which affects the operation or administration of the Plan in a manner which is unacceptable to the Administrator or Trustee; or
  - (c) as otherwise provided in the Plan or Trust Agreement.
6. The commencement and continuation of the Employer's participation in the Plan is contingent upon such commencement or continuation of participation not impairing the attainment, or retention, of the tax exempt status of the Trust under Section 501(c)(9) of the Internal Revenue Code of 1986, as amended.
7. The Employer shall pay Contributions to the Plan required by its collective bargaining agreement in effect with the Local Union, from time to time, for each employee in a category for whom a Contribution is required pursuant to its collective bargaining agreement with the Local Union. All Contributions shall be due and payable to the Trustee or such other lockbox designated by the Administrator from time to time and maintained by the Trustee. With each Contribution to the Plan, the Employer will provide the Administrator with a Contribution Summary Sheet (or similar Report) which shall list the employees for whom contributions are made, their social security numbers, names and whether the contributions are for health care premiums or unreimbursed health care expenses and the amounts to be allocated on behalf of each such employee. The Administrator or its designee shall record the Contribution and reconcile the Employer's Contribution Summary Sheet or other Report. The Administrator shall instruct the Trustee to transfer the Contributions in good order from the lockbox to the Trust investment account upon completion of such recording and reconciliation. Contributions shall not accrue income or share in investment gains or losses while they are in the lockbox prior to the transfer to the Trust investment account.

The Employer understands that failure to make payments in a timely manner may result in sanctions permitted by law, as well as the termination of its participation in the Plan, as provided in rules established from time to time by the Administrator.

On request, the Administrator shall provide the Local Union a copy of the Contribution Summary Sheet (or similar Report) for Participants represented by the Local Union and shall notify the Local Union of the amounts received on behalf of those Participants at the request of the Union. The Administrator and Trustee may assume that Contributions paid over to the lockbox by participating Employers are correct. Any responsibility relating to enforcement of the contribution obligation pursuant to the collective bargaining agreement and this Participation Agreement shall rest solely with the Local Union.

8. The Employer (and the Local Union through the collective bargaining agreement) hereby appoint, and approve of, NRS to provide claims payment services and to act as the Administrator for the Plan. The Employer further agrees that the Administrator's compensation for its services shall be based on the schedule attached hereto as Exhibit A. The Administrator's fee shall remain fixed for the duration of the collective bargaining agreement unless the Employer and Administrator, upon mutual agreement, adjust the Administrator's fees during the term of the collective bargaining agreement. Upon the expiration of the collective bargaining agreement, the Administrator may adjust its fee. If the Employer does not approve a revised fee schedule, then the Administrator shall charge the fee based on the schedule approved by a majority of the Employers employing a majority of Participants participating under the Plan.
9. In addition to the fees to the Administrator, the Administrator shall have the authority to pay from the Trust any additional fees for legal services, Trustee expenses and other Plan related fees and expenses reasonably determined by the Administrator to be necessary for the Plan's and Trust's operation.
10. The Employer and the Local Union (through the collective bargaining agreement) hereby appoint, and approve of, LaSalle National Bank to act as the Trustee of the Plan and trust, and hereby ratify the terms of the Trust Agreement entered into between employees' representatives (i.e., the Professional Firefighters of Wisconsin, the Illinois Professional Firefighters Association, and the Wisconsin Professional Police Association) and the Trustee, a copy of which has been provided to the Employer.
11. The Employer (and its covered employees through its Advisory Committee Representative) hereby appoint and approve of Nationwide Advisory Services, Inc. to act as investment manager for the Trust's assets and the utilization of a group variable annuity for investment of the Employer's contributions. The Employer acknowledges that it has received and reviewed the informational brochure for the annuity. It is understood and agreed that part of the arrangement between NRS as Administrator and product provider Nationwide Life Insurance Co. includes commissions.
12. No waiver of any default in performance on the part of the Administrator or the Employer or any breach or series of breaches of any of the terms of this Agreement shall constitute a waiver of any subsequent breach. Resort to any remedies referred to herein shall not be construed as a waiver or any other rights and remedies to which the Administrator is entitled under the Agreement or otherwise.
13. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed without the invalid portion.
14. The Employer shall indemnify and hold the Administrator harmless for and against all losses, damages, liabilities or expenses (including, but not limited to, reasonable attorney's fees and litigation expenses) which the Administrator may incur as a result of claims based



15. The Administrator shall indemnify and hold the Employer harmless for and against all losses, damages, liabilities or expenses (including, but not limited to, reasonable attorney's fees and litigation expenses) which the Employer may incur as a result of claims based upon any breach by the Administrator, its affiliates, agents or employees of any provisions of this Agreement, the Plan document or related items that are within their reasonable control.
16. As a condition precedent to any right of action hereunder, in the event of any dispute or difference of opinion hereafter arising with respect to this Agreement, it is hereby mutually agreed that such dispute or difference of opinion shall be submitted to arbitration, in accordance with the Commercial Rules of Arbitration of the American Arbitration Association, except as otherwise provided in this arbitration provision. One arbiter shall be chosen by Employer, the other by NRS, and an umpire shall be chosen by the two arbiters before they enter upon arbitration. In the event that either party should fail to choose an arbiter within (30) calendar days following a written request by the other party to do so, the requesting party may choose two arbiters who shall in turn choose an umpire before entering upon arbitration. If the two arbiters fail on the selection of an umpire within (30) calendar days following their appointment, each arbiter shall name three nominees, of whom the other shall decline two, and the decision shall be made by drawing lots.
17. This agreement shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Illinois. The parties consent to the jurisdiction of any Local, State or Federal Court located within Illinois.

(Entity Name)

Date \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_

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Exhibit A

FEE SCHEDULE

Administrative Charge:

Annual Ongoing	Employee	Annual
<u>Contributions - Per Employee</u>	<u>Administrative</u>	<u>Fee - Per</u>
	<u>Employee</u>	
\$120 - \$299		\$25
\$300 - \$399		\$15
\$400 - \$499		\$10
\$500 - \$599		\$ 5
\$600 +		\$ 0

An annual account administration charge per participant shall be charged to each participant's account on the "anniversary date." The "anniversary date" is the date which is one year after the date the initial contribution is invested in the participant's account, and each succeeding anniversary of such date.

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## APPENDIX V

### LOCAL GOVERNMENT (50 ILCS 742/) Fire Department Promotion Act.

(50 ILCS 742/1)

Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act.  
(Source: P.A. 93-411, eff. 8/4/03.)

(50 ILCS 742/5)

Sec. 5. Definitions. In this Act:

"Affected department" or "department" means a full-time municipal fire department that is subject to a collective bargaining agreement or the fire department operated by a full-time fire protection district. The terms do not include fire departments operated by the State, a university, or a municipality with a population over 1,000,000 or any unit of local government other than a municipality or fire protection district. The terms also do not include a combined department that was providing both police and firefighting services on January 1, 2002.

"Appointing authority" means the Board of Fire and Police Commissioners, Board of Fire Commissioners, Civil Service Commissioners, Superintendent or Department Head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department.

"Promotion" means any appointment or advancement to a rank within the affected department (1) for which an examination was required before January 1, 2002; (2) that is included within a bargaining unit; or (3) that is the next rank immediately above the highest rank included within a bargaining unit, provided such rank is not the only rank between the Fire Chief and the highest rank included within the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition. "Promotion" does not include appointments (i) that are for fewer than 180 days; (ii) to the positions of Superintendent, Chief, or other chief executive officer; (iii) to an exclusively administrative or executive rank for which an examination is not required; (iv) to a rank that was exempted by a home rule municipality prior to January 1, 2002, provided that after the effective date of this Act no home rule municipality may exempt any future or existing ranks from the provisions of this Act; or (v) to an administrative rank immediately below the Superintendent, Chief, or other chief executive officer of an affected department, provided such rank shall not be held by more than 2 persons and there is a promoted rank immediately below it. Notwithstanding the exceptions to the definition of "promotion" set forth in items (i), (ii), (iii), (iv), and (v) of this definition, promotions shall include any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements

applicable to the appointing authority may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

"Rank" means any position within the chain of command of a fire department to which employees are regularly assigned to perform duties related to providing fire suppression, fire prevention, or emergency services.

"Final adjusted promotion list" means the promotion list for the position that is in effect on the date the position is created or the vacancy occurs. If there is no final adjusted promotion list in effect for that position on that date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.

(Source: P.A. 93-411, eff. 8/4/03.)

(50 ILCS 742/10)

Sec. 10. Applicability.

(a) This Act shall apply to all positions in an affected department, except those specifically excluded in items (i), (ii), (iii), (iv), and (v) of the definition of "promotion" in Section 5 unless such positions are covered by a collective bargaining agreement in force on the effective date of this Act. Existing promotion lists shall continue to be valid until their expiration dates, or up to a maximum of 3 years after the effective date of this Act.

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control.

(c) A home rule or non-home rule municipality may not administer its fire department promotion process in a manner that is inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the State.

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit:

(1) An appointing authority from establishing different or supplemental promotional criteria or components, provided that the criteria are job-related and applied uniformly.

(2) The negotiation by an employer and an exclusive bargaining representative of clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees who are members of bargaining units.

(3) The negotiation by an employer and an exclusive bargaining representative of provisions within a collective bargaining agreement to achieve affirmative action objectives, provided that such clauses are consistent with applicable law.

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.

(Source: P.A. 93-411, eff. 8/4/03.)

(50 ILCS 742/15)

Sec. 15. Promotion process.

(a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion process in accordance with this Act.

(b) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

(c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act.

(Source: P.A. 93-411, eff. 8/4/03.)

Sec. 20. Promotion lists.

(a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Section 35; (ii) the person's seniority within the department, determined in accordance with Section 40; (iii) the person's ascertained merit, determined in accordance with Section 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Section 50. Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (e) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(d) Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final

promotion list shall be continued in effect until all positions vacated have been filled or for a period up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

(e) A final adjusted promotion list shall remain valid and unaltered for a period of not less than 2 nor more than 3 years after the date of the initial posting. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotion list is not in effect, a successor list shall be prepared and distributed within 180 days after a vacancy, as defined in subsection (d) of this Section.

(f) This Section 20 does not apply to the initial hiring list. (Source: P.A. 93-411, eff 8/4/03.)

(50 ILCS 742/25)

Sec. 25. Monitoring.

(a) All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.

(b) Two impartial persons who are not members of the affected department shall be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.

(c) The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

(d) The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff 8/4/03.)

(50 ILCS 742/30)

Sec. 30. Promotion examination components. Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the discretion of the appointing authority provided that

such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall



be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement. (Source: P.A. 93-411, eff. 8/4/03.)

(50 ILCS 742/35)

Sec. 35. Written examinations.

(a) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

(c) Sample written examinations maybe examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 5 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

(e) The provisions of this Section do not apply to the extent that they are in conflict with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8/4/03.)

(50 ILCS 742/40)

Sec. 40. Seniority points.

(a) Seniority points shall be based only upon service with the affected department and shall be calculated as of the date of the written examination. The weight of this component and its computation shall be determined by the appointing authority or through a collective bargaining agreement.

(b) A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

(Source: P.A. 93-411, eff. 8/4/03.)

(50 ILCS 742/45)

Sec. 45. Ascertained merit.

(a) The promotion test may include points for ascertained merit. Ascertained merit points may be awarded for education, training, and certification in subjects and skills related to the fire service. The basis for granting ascertained merit points, after the effective date of this Act, shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points unless otherwise agreed to in a collective bargaining agreement.

(b) Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.

(Source: P.A. 93-411, eff. 8/4/03.)

(50 ILCS 742/50)

Sec. 50. Subjective evaluation.

(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chiefs points, or other methods.

(b) Any subjective component shall be identified to all candidates prior to its application, be

job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application.

(c) Where chiefs points or other subjective methods are employed that are not amenable to monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the time of the test.

(d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.

(e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled.

(Source: P.A. 93-411, eff. 8/4/03.)

(50 ILCS 742/55)

Sec. 55. Veterans' preference. A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.

(Source: P.A. 93-411, eff. 8/4/03.)

(50 ILCS 742/60)

Sec. 60. Right to review. Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.

(Source: P.A. 93-411, eff. 8/4/03.)

(50 ILCS 742/65)

Sec. 65. Violations.

(a) A person who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of this Act commits a violation of this Act and may be subject to charges for official misconduct.

(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions. (Source: P.A. 93-411, eff. 8/4/03.)

(50 ILLS 742/900)

Sec. 900. (Amendatory provisions; text omitted).

(Source: P.A. 93-411, eff. 8/4/03; text omitted.)

(50 ILCS 742/999)

Sec. 999. Effective date. This Act takes effect upon becoming law.

(Source: P.A. 93-411, eff. 8/4/03.)

## MEMORANDUM OF AGREEMENT

RES 17-527\_N\_041717

### 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: Car Dale  
Date: 4/18/17

By: [Signature]  
Date: 4/25/17

REVIEWED AND APPROVED  
AS TO FORM

[Signature]  
APR 18 2017  
LAW DEPARTMENT

END OF CONTRACT