

**AGREEMENT**

**Between**

**VILLAGE OF SCHAUMBURG**

**And**

**SCHAUMBURG PROFESSIONAL FIREFIGHTERS  
ASSOCIATION, IAFF LOCAL 4092**

**2020-2023**

## TABLE OF CONTENTS

|   | <u>Page</u> |
|---|-------------|
| <u>PREAMBLE .....</u>   | <u>1</u>    |
| <u>ARTICLE I RECOGNITION AND REPRESENTATION .....</u>   | <u>2</u>    |
| <u>ARTICLE II DUES CHECKOFF .....</u>   | <u>3</u>    |
| <u>Section 2.1. Dues Checkoff .....</u>   | <u>3</u>    |
| <u>Section 2.2. Indemnification .....</u>   | <u>3</u>    |
| <u>ARTICLE III NON-DISCRIMINATION .....</u>   | <u>4</u>    |
| <u>Section 3.1. Generally .....</u>   | <u>4</u>    |
| <u>Section 3.2. Americans with Disabilities Act .....</u>                                     | <u>4</u>    |
| <u>ARTICLE IV GRIEVANCE PROCEDURE .....</u>   | <u>5</u>    |
| <u>Section 4.1. Definition .....</u>  | <u>5</u>    |
| <u>Section 4.2. Procedures .....</u>  | <u>5</u>    |
| <u>Section 4.3. Limitations on Authority of Arbitrator .....</u>                              | <u>6</u>    |
| <u>Section 4.4. Expenses of Arbitration .....</u>   | <u>7</u>    |
| <u>Section 4.5. Union Grievances .....</u>  | <u>7</u>    |
| <u>Section 4.6. Time Limits .....</u>   | <u>7</u>    |
| <u>Section 4.7. Miscellaneous .....</u>   | <u>8</u>    |
| <u>Section 4.8. Discipline .....</u>  | <u>8</u>    |
| <u>Section 4.9. Oral or Written Reprimands .....</u>  | <u>9</u>    |
| <u>Section 4.10. Applicability of Grievance and Arbitration Procedure to Discipline .....</u> | <u>9</u>    |
| <u>ARTICLE V LABOR-MANAGEMENT COMMITTEE .....</u>   | <u>10</u>   |
| <u>ARTICLE VI SENIORITY, LAYOFF AND RECALL .....</u>  | <u>11</u>   |
| <u>Section 6.1. Definition .....</u>  | <u>11</u>   |
| <u>Section 6.2. Probationary Period .....</u>   | <u>11</u>   |
| <u>Section 6.3. Layoff and Recall .....</u>   | <u>11</u>   |
| <u>Section 6.4. Seniority List .....</u>  | <u>13</u>   |
| <u>Section 6.5. Posting of Certain Training Opportunities .....</u>                           | <u>13</u>   |
| <u>Section 6.6. Termination of Seniority .....</u>  | <u>13</u>   |
| <u>Section 6.7. Reemployment after Expiration of Right to Recall .....</u>                    | <u>14</u>   |
| <u>ARTICLE VII HOURS OF WORK AND OVERTIME .....</u>   | <u>15</u>   |
| <u>Section 7.1. Purpose .....</u>   | <u>15</u>   |
| <u>Section 7.2. Normal Work Cycle .....</u>   | <u>15</u>   |

|                     |   |           |
|---------------------|---|-----------|
| Section 7.3.        | A Day Trades .....  | 15        |
| Section 7.4.        | Overtime .....  | 16        |
| Section 7.5.        | Changing or Trading Tours of Duty .....                             | 17        |
| Section 7.6.        | Hireback Procedure.....   | 17        |
| Section 7.7.        | Compensatory Time.....  | 18        |
| Section 7.8.        | Call-Back Pay .....   | 19        |
| Section 7.9.        | No Pyramiding.....  | 19        |
| <b>ARTICLE VIII</b> | <b>SALARIES AND OTHER COMPENSATION .....</b>                        | <b>20</b> |
| Section 8.1.        | Salaries.....   | 20        |
| Section 8.2.        | Longevity Pay .....   | 21        |
| Section 8.3.        | Out of Classification Pay .....                                     | 22        |
| Section 8.4.        | Paramedic Stipend .....   | 22        |
| Section 8.5.        | Paramedic Preceptor .....   | 22        |
| <b>ARTICLE IX</b>   | <b>VACATIONS .....</b>  | <b>23</b> |
| Section 9.1.        | Amount of Vacation.....   | 23        |
| Section 9.2.        | Vacation Eligibility.....   | 23        |
| Section 9.3.        | Vacation Scheduling.....  | 23        |
| Section 9.4.        | Limitation on Accumulation of Vacation .....                        | 24        |
| Section 9.5.        | Pay Upon Separation.....  | 25        |
| Section 9.6.        | Vacation Day Trades.....  | 25        |
| <b>ARTICLE X</b>    | <b>HOLIDAYS .....</b>   | <b>26</b> |
| Section 10.1.       | Holidays for Employees Assigned to 8-Hour Shifts.....               | 26        |
| Section 10.2.       | Holidays for Employees Assigned to 24-Hour Shifts.....              | 27        |
| Section 10.3.       | Pay for Hirebacks on Holidays .....                                 | 27        |
| <b>ARTICLE XI</b>   | <b>INSURANCE.....</b>   | <b>28</b> |
| Section 11.1.       | Cafeteria Benefits Plan .....                                       | 28        |
| Section 11.2.       | Retirees Insurance.....   | 28        |
| Section 11.3.       | Flexible Benefits Plan.....   | 28        |
| Section 11.4.       | Right to Change Carriers .....                                      | 28        |
| Section 11.5.       | Terms of Policies to Govern .....                                   | 29        |
| Section 11.6.       | Right to Maintain Coverage While on Unpaid Leave or on Layoff ..... | 29        |
| Section 11.7.       | Post Retirement Health Savings Plan .....                           | 29        |
| <b>ARTICLE XII</b>  | <b>LEAVES OF ABSENCE.....</b>                                       | <b>30</b> |
| Section 12.1.       | Jury Duty.....  | 30        |
| Section 12.2.       | Sick Leave.....   | 30        |
| Section 12.3.       | Special Leaves Without Pay .....                                    | 31        |
| Section 12.4.       | Bereavement Leave.....  | 31        |
| Section 12.5.       | Emergency Leave for Illness/Injury in Immediate Family .....        | 31        |
| Section 12.6.       | Witness Leave.....  | 32        |

|  |           |
|--|-----------|
| Section 12.7. Family and Medical Leave Act of 1993.....                                      | 33        |
| Section 12.8. Pregnancy Leave/Maternity Leave .....  | 33        |
| <u>ARTICLE XIII SAFETY COMMITTEE.....</u>  | <u>34</u> |
| <u>ARTICLE XIV MAINTENANCE OF SPECIFIC WORKING CONDITIONS .....</u>                          | <u>35</u> |
| <u>ARTICLE XV MISCELLANEOUS FRINGE BENEFITS .....</u>  | <u>36</u> |
| Section 15.1. Deferred Compensation Plan .....   | 36        |
| Section 15.2. Credit Union.....  | 36        |
| Section 15.3. Tuition Reimbursement .....  | 36        |
| Section 15.4. Quartermaster System and Maintenance Allowance .....                           | 36        |
| Section 15.5. Sick Leave Incentive Plan.....   | 36        |
| Section 15.6. Pay for Unused Sick Leave at Retirement .....                                  | 37        |
| Section 15.7. Severance Pay .....  | 38        |
| Section 15.8. Inoculations.....  | 38        |
| Section 15.9. Eye Glass Replacement.....   | 38        |
| <u>ARTICLE XVI MISCELLANEOUS .....</u>   | <u>40</u> |
| Section 16.1. Outside Employment .....   | 40        |
| Section 16.2. Pay Advance .....  | 40        |
| Section 16.3. Gender of Words.....   | 40        |
| Section 16.4. Physical Examinations.....   | 40        |
| Section 16.5. Job Descriptions.....  | 41        |
| Section 16.6. Posting of Formal Training Opportunities .....                                 | 42        |
| Section 16.7. Released Time.....   | 42        |
| Section 16.8. Resolution of Impasse.....   | 42        |
| Section 16.9. Solicitation .....   | 42        |
| Section 16.10. Physical Fitness Program.....   | 43        |
| Section 16.11. Shift/Station Selection Process .....   | 43        |
| Section 16.12. Subcontracting .....  | 46        |
| <u>ARTICLE XVII RIGHTS OF VILLAGE.....</u>   | <u>47</u> |
| <u>ARTICLE XVIII NON-INTERRUPTION OF WORK .....</u>  | <u>48</u> |
| Section 18.1. No Strikes.....  | 48        |
| Section 18.2. No Lockouts.....   | 48        |
| <u>ARTICLE XIX PROMOTIONS.....</u>   | <u>49</u> |
| Section 19.1. General .....  | 49        |
| Section 19.2. Eligibility Requirements .....   | 49        |
| Section 19.3. Components of the Promotional Process and the Weighting of<br>Components ..... | 50        |
| Section 19.4. Promotion Process Components .....   | 51        |

|  |    |
|--|----|
| Section 19.5. Promotions Coordinator.....  | 56 |
| Section 19.6. Monitors.....  | 56 |
| Section 19.7. Scoring of Components and Posting of Preliminary Promotion List.....         | 56 |
| Section 19.8. Veteran's Preference Points and Posting of Final Promotion List .....        | 57 |
| Section 19.9. Order of Selection .....   | 57 |
| Section 19.10. Duration of Final Promotion List.....                                       | 59 |
| Section 19.11. Right to Review .....   | 59 |
| <br>   |    |
| ARTICLE XX SAVINGS CLAUSE.....   | 61 |
| <br>   |    |
| ARTICLE XXI ENTIRE AGREEMENT.....  | 62 |
| <br>   |    |
| ARTICLE XXII DRUG AND ALCOHOL TESTING .....  | 63 |
| <br>   |    |
| ARTICLE XXIII DURATION AND TERM .....  | 65 |
| Section 23.1. Term of Agreement.....   | 65 |
| Section 23.2. Continuing Effect.....   | 65 |
| <br>   |    |
| APPENDIX A VARIANCES FROM STATUTORY IMPASSE PROCEDURE.....                                 | 66 |
| <br>   |    |
| APPENDIX B ESSENTIAL JOB FUNCTIONS TESTING.....  | 67 |
| <br>   |    |
| APPENDIX C FIRE CHIEF'S EVALUATION INSTRUMENT.....   | 73 |
| <br>   |    |
| APPENDIX D ADDITIONAL QUARTERMASTER ITEMS .....  | 74 |
| <br>   |    |
| APPENDIX E CURRENT LIST OF 40 HOUR OR LONGER OFFICE OF STATE FIRE<br>MARSHAL COURSES ..... | 75 |
| <br>   |    |
| APPENDIX F SCHAUMBURG HEALTH RISK REDUCTION PROGRAM .....                                  | 76 |
| <br>   |    |
| OCTOBER 23, 1990 MINIMUM STAFFING SIDE LETTER .....  | 78 |

**AGREEMENT**

This Agreement is made and entered into by and between the Village of Schaumburg (hereinafter referred to as the “Village”) and the Schaumburg Professional Firefighters Association, IAFF Local 4092 (hereinafter referred to as the “Union”).

**PREAMBLE**

It is the intent and purpose of this Agreement to establish the rates of pay, hours of employment, and other conditions of employment of the employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village, to encourage and improve efficiency and productivity; to provide, as set forth herein, for the health and safety of employees; and to provide the procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE I**

### **RECOGNITION AND REPRESENTATION**

The Village recognizes the Union as the sole and exclusive bargaining representative for all sworn full-time firefighters below the rank of captain, but excluding all sworn firefighters in the rank of captain and above, any employees excluded from the definition of firefighter as defined in Section 1603(g-1) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended.

## **ARTICLE II**

### **DUES CHECKOFF**

**Section 2.1. Dues Checkoff.** Upon receipt of a lawfully written authorization form from an employee covered by this Agreement, which may be revoked by the employee in writing at any time, the Village agrees, for the duration of this Agreement, to deduct the uniform Union dues from such employee's pay. The Union will notify the Village in writing of the exact uniform amount of the dues to be deducted. Deductions shall be made from each paycheck and shall be remitted to the treasurer of the Union within fifteen (15) days following the deduction.

**Section 2.2. Indemnification.** The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions.

It is expressly understood that the Village will cooperate with the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

It is further understood that this indemnification and hold harmless clause will not apply to any claim, demand, action, complaint, suit or other form of liability (monetary or otherwise) which may arise as a result of any type of willful misconduct by the Village.



## ARTICLE III

### NON-DISCRIMINATION

**Section 3.1. Generally.** In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, color, religion, disability, national origin, age, gender, sexual orientation, gender identity, military status, genetic information, or Union membership. Other than Union membership, any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

**Section 3.2. Americans With Disabilities Act.** It is agreed that the Village has the right to take any action necessary to be in compliance with the requirements of the Americans with Disabilities Act. Nothing herein is intended to preclude the Union from grieving or arbitrating any Village action, which, in its view, violates the Agreement and is unnecessary in order to comply with such Act.

## ARTICLE IV

### GRIEVANCE PROCEDURE

**Section 4.1. Definition.** A grievance is a claim by an employee covered by this Agreement or the Union that there has been as to him/her a violation, misinterpretation or misapplication of any of the express provisions of this Agreement. A grievance may be filed either by the employee or by the Union.

**Section 4.2. Procedures.** The parties acknowledge that it is usually most desirable for an employee and the appropriate Battalion Chief to resolve problems through free and informal communications. When requested by the employee, a Union representative who is a member of the bargaining unit may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: WRITTEN TO BATTALION CHIEF

A grievant who has a grievance shall submit it in writing to the appropriate Battalion Chief within fifteen (15) calendar days of the first event giving rise to the grievance, or within fifteen (15) calendar days of when the grievant, through the use of reasonable diligence, should have obtained knowledge of the first event giving rise to the grievance. The grievance shall set forth the facts upon which it is based, the provision(s) alleged to have been violated, and the relief requested. The Battalion Chief shall give his written answer within fifteen (15) calendar days after such presentation.

STEP 2: APPEAL TO FIRE CHIEF

If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance, it shall be referred in writing to the Fire Chief or his designee within seven (7) calendar days after the Battalion Chief's answer at Step 1 and shall be signed by the authorized representative of the Union. The Fire Chief and/or his designee shall discuss the grievance within seven (7) calendar days with the grievant and a Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Fire Chief or his designee shall give the Village's written

answer to the Union within fourteen (14) calendar days following their meeting.

STEP 3: APPEAL TO THE VILLAGE MANAGER

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to the Village Manager within fourteen (14) calendar days after receipt of the Village's answer at Step 2. The Village Manager and/or his designee and the grievant and the Union representative will convene a meeting at a time mutually agreeable to the parties for the purpose of discussing the grievance, unless the parties mutually agree otherwise. If a meeting is convened and if no settlement is reached at this meeting, the Village Manager or his designee shall give the Employer's written answer to the Union within fourteen (14) calendar days following their meeting. If no meeting is convened, the Village Manager or his designee shall give the Village's written answer within fourteen (14) calendar days after the date the parties mutually agreed not to conduct a meeting.

STEP 4: ARBITRATION

If the grievance is not settled at Step 3, the Union may refer the grievance to arbitration by giving written notice to the Village Manager within twenty-one (21) calendar days after receipt of the Village's answer at Step 3. The parties shall attempt to agree upon an arbitrator. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation & Conciliation Service to submit a panel of seven arbitrators who are members of the National Academy of Arbitrators. In the case of interest arbitration, the arbitrators must maintain their principal residence in Illinois and also have experience in Illinois interest arbitration. If the parties cannot agree on the selection of the arbitrator, each party will alternatively strike one name from the list until only one name remains, provided that either party, before striking any names, shall have the right to reject one panel in its entirety. The party winning a toss of a coin shall have the option of striking the first name or having the other party do so. The arbitrator shall be notified of his/her selection by the parties and requested to set a time and place for the hearing, subject to the availability of the Village and Union representatives. More than one grievance may be submitted to the arbitrator where both parties mutually agree in writing.

**Section 4.3. Limitations on Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the express provisions of this Agreement. The authority of the arbitrator shall be strictly limited to determining whether or not

there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. The arbitrator shall be without power or authority to make recommendations contrary to or inconsistent with any applicable laws or rules and regulations that have the force and effect of law. Any decision rendered in accordance with the provisions of this section shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

**Section 4.4. Expenses of Arbitration.** The fees and expenses of the arbitrator and the cost of a written transcript if both parties agree to have a written transcript shall be shared equally by the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and/or witnesses.

**Section 4.5. Union Grievances.** The Union shall have the right to submit a grievance at Step 2 of the grievance procedure, but only if (1) the grievance alleges a violation, misinterpretation, or misapplication of any of the express provisions of this Agreement that relate directly to Union rights (e.g., dues checkoff), or (2) the grievance is a class grievance in which the same circumstances give rise to the same grievance affecting two or more employees. Any such grievance shall be submitted within fifteen (15) calendar days of the first event giving rise to the grievance, or within fifteen (15) calendar days of when the employee, through the use of reasonable diligence, should have obtained knowledge of the first event giving rise to the grievance.

**Section 4.6. Time Limits.** No grievance shall be entertained or processed unless it is submitted within fifteen (15) calendar days of the first event giving rise to the grievance, or within fifteen (15) calendar days of when the employee or the Union, through the use of reasonable diligence, should have obtained knowledge of the first event giving rise to the grievance. Failure at any step of this procedure to appeal the grievance to the next step within

the specified time limits shall be considered acceptance of the decision rendered at the preceding step. Failure at any step of this procedure by the Village's representative to communicate a decision on a grievance within the specified time limits shall permit the grievant to treat the grievance as denied and to appeal the grievance to the next step within the prescribed time limits. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

**Section 4.7. Miscellaneous.** (a) No member of the bargaining unit who is serving in an acting capacity as a Battalion Chief shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

(b) It is acknowledged that no grievance may be settled unless the Union is afforded an opportunity to be present at any settlement conference and provided that any settlement made shall not be inconsistent with the terms of this Agreement between the Village and the Union. It is also acknowledged that the Union has the right to exercise its discretion to refuse to process and/or appeal unmeritorious grievances and that only the Union may refer a grievance to arbitration. The provisions of this subsection (b) shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

**Section 4.8. Discipline.** Disciplinary actions may be instituted by the Village and shall be for just cause. Disciplinary action shall be based upon the seriousness of the offense(s) and shall consist of the following penalties, as applicable:

- (1) Oral reprimand
- (2) Written reprimand

- (3) Suspension
- (4) Discharge

The Village shall implement all discipline within thirty (30) days of the conclusion of the investigation giving rise to the discipline.

**Section 4.9. Oral or Written Reprimands.** An employee may file a grievance in accordance with the provisions of this Article with respect to an oral or written reprimand and said grievance may be processed up to and including Step 3, but any such grievance shall not be arbitrable.

**Section 4.10. Applicability of Grievance and Arbitration Procedure to Discipline.** Discharge or discipline involving time off with loss of pay of non-probationary bargaining unit employees shall be for just cause and shall be subject to the grievance and arbitration procedure set forth in this Agreement. The contractual grievance and arbitration procedure shall be the sole recourse for appealing such disciplinary action and shall be in lieu of both the provisions of the Illinois Municipal Code governing discipline and discharge (65 ILCS 5/10.2.1-17) and disciplinary proceedings before the Village of Schaumburg Board of Fire and Police Commissioners. An arbitrator's award shall be final and binding, as stated in Section 4.3 of this Agreement, and any request for judicial review shall be exclusively under and in accordance with the Uniform Arbitration Act (710 ILCS 5/1, et seq.) and Section 8 of the Illinois Public Labor Relations Act (5 ILCS 315/8).

## **ARTICLE V**

### **LABOR-MANAGEMENT COMMITTEE**

At the request of either party, the President of the Union and the Fire Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Union may invite other Union bargaining unit members (not to exceed three) to attend such meetings. The Fire Chief may invite other Village representatives (not to exceed three) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. If an employee's attendance at a Labor-Management Committee meeting occurs during an employee's regularly scheduled hours of work and the employee would have otherwise been scheduled to work, the employee shall be permitted to attend without loss of pay.

## ARTICLE VI

### **SENIORITY, LAYOFF AND RECALL**

**Section 6.1. Definition.** Seniority shall be defined as an employee's length of continuous service since the last date of hire with the Village in a sworn full-time fire fighter or fire fighter/paramedic position. Employees with the same employment date shall be assigned to the seniority list in the order of their ranking on the eligibility list issued by the Village of Schaumburg Fire and Police Commission.

**Section 6.2. Probationary Period.** All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period in accordance with 65 ILCS 5/10-2.1-6.3 (c). During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

Except for vacation scheduling purposes, there shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

**Section 6.3. Layoff and Recall.** Absent exigent circumstances, the Village will advise the Union at least three weeks prior to the effective date of any reduction in force that would result in the layoff of any employees covered by this Agreement. If thereafter one or more employees who would not otherwise be subject to the reduction in force decide to voluntarily retire on or before the effective date of the reduction in force, the number of employees to be laid off shall be reduced accordingly. In the event the Fire Pension Board of Schaumburg votes to



return an employee receiving a disability pension to active duty, the Village will not displace a non-probationary employee in order to return that employee to active duty.

In the event the Village determines that a reduction in force is necessary, employees with the least seniority in the affected classification shall be laid off first. Any fire lieutenant who is laid off shall have the right to bump the firefighter/paramedic or firefighter with the least seniority, provided the lieutenant has greater seniority. Any firefighter/paramedic who is laid off shall have the right to bump the firefighter with the least seniority, provided the firefighter/paramedic has greater seniority. For the purposes of this Article, the phrase “affected classification” shall mean lieutenant, firefighter/paramedic, and firefighter.

Employees who are laid off shall be placed on a recall list for a period of two years. If there is a recall, employees who are on the recall list shall be recalled according to their seniority in the classification in which the recall occurs. Employees who are eligible for recall shall be given fourteen (14) calendar days’ notice of recall. The Village shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail to the latest mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Village’s Director of Human Resources with his current mailing address.

Notwithstanding the foregoing, an exception to seniority may be made where the employee subject to a layoff is the only employee certified and/or qualified to work in an existing position (i.e., paramedics, fire inspectors, arson inspectors, scuba divers or another specialized position identified by the Fire Chief in accordance with Section 6.5 below) or when the employee eligible for recall is not certified and/or qualified to work in the position which the Village is seeking to fill by the recall.

**Section 6.4. Seniority List.** The Village will maintain a current seniority list which will be made available to the Union setting forth each bargaining unit employee's classification and seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within thirty (30) calendar days after the Union's receipt of the list.

**Section 6.5. Posting of Certain Training Opportunities.** If the Fire Chief or the Deputy Chief as the Fire Chief's designee offers any new training to employee(s) to become certified and/or qualified to work as fire inspectors, arson inspectors or scuba divers, or to work in any other specialized position which the Fire Chief specifically identifies on the posting as falling within the exception to the seniority provision in the last paragraph of Section 6.3 of this Article, such new training opportunity shall be posted. Within the time specified on the posting, any employee who wants to be considered for the training shall submit a written statement of his interest to the Fire Chief or the Deputy Chief as the Fire Chief's designee and such statement shall include any information requested on the posting. If two or more employees are determined to have equal skill, ability and aptitude for the training opportunity, seniority and operational needs of the department will be taken into account in making the selection. Nothing herein shall be construed to require the Village to offer the training even though it has been posted. Employees who submit a written statement of interest shall be advised in writing within 15 calendar days as to their acceptance or non- acceptance. Employees who are not accepted shall also be given the reasons why, if requested.

**Section 6.6. Termination of Seniority.** Seniority and all rights to employment shall be terminated when an employee:

- (a) quits; or
- (b) is terminated for just cause; or

- (c) is laid off for a period in excess of two (2) years; or
- (d) retires or is retired, provided an employee who is receiving a disability pension pursuant to the Fire Fighter Pension Fund (40 ILCS 5/4101) shall not be considered as being retired.

Seniority and all rights to employment may be terminated when an employee:

- (a) is absent for two (2) consecutive working days (three (3) consecutive working days for employees assigned to 8 hour shifts) without notifying his shift captain or the shift captain's designee unless extraordinary circumstances prevent the employee from notifying his shift captain or the shift captain's designee; or
- (b) is laid off and fails to report for work within fourteen (14) calendar days after having been recalled.

**Section 6.7. Reemployment After Expiration of Right to Recall.** If the Village, at its sole discretion, decides to reemploy an employee after expiration of his right to recall, the employee shall be credited with the seniority he acquired during his previous period of employment but such prior seniority shall only be used for determining eligibility for fringe benefits such as vacation and longevity pay.

## ARTICLE VII

### HOURS OF WORK AND OVERTIME

**Section 7.1. Purpose.** This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week or per month.

**Section 7.2. Normal Work Cycle.** The normal work cycle for employees assigned to 24-hour shifts shall be 24 hours of work (one shift) followed by 48 hours off (two shifts). One “A” day shall be scheduled off every ninth work day with pay. Employees assigned to 24-hour shifts shall receive a minimum of 13 “A” days for each full year of employment. A minimum of one “A” day (one 24-hour shift off) shall be scheduled off each 27-day work cycle.

The normal work cycle for 24-hour shift personnel shall be 27 days.

**Section 7.3. A Day Trades.** Employees on the same shift may trade “A” days on the following basis: a firefighter for a firefighter, a firefighter/paramedic for a firefighter/paramedic, and an officer for an officer (i.e., fire lieutenant for a fire lieutenant or a fire lieutenant for fire captain); provided, however, a firefighter may trade an “A” day with a firefighter/paramedic if there are at the time the request is submitted at least four more firefighter/paramedics on the applicable duty roster than are needed to meet the Department’s then established staffing requirements. Such request must be submitted and approved a minimum of one (1) duty day prior to the day of the requested change or trade. Notwithstanding the foregoing, an officer may trade with a non-officer when the following criteria are met: (1) The day the officer wants to be off there must be at least one more officer on the applicable duty roster than is needed to meet the Department’s then established staffing requirements, and (2) the trade will not be approved more than 54 days prior to the day the officer is requesting to be off. All approved “A” day trades must be paid back no later than twelve months from the date the original change or trade

was made or prior to the end of the last pay cycle in the years in which shift selections are made, whichever is earlier. Timely requests for voluntary changes or trades of “A” days shall not be arbitrarily denied. At the discretion of the Fire Chief or designee in emergency situations, a trade of “A” days may be approved that is submitted less than one (1) duty day prior to the day of the requested change or trade.

In the event the Fire Chief desires to change the normal workweek and the FLSA work cycle to a 10/14 schedule, he shall notify the Union. Upon the Union’s written request, the Village shall negotiate with the Union for a period of up to 60 days or longer if a longer period is mutually agreed to by the Union and the Village. If no agreement is reached within 60 days (or a longer period of time if mutually agreed to), either party may invoke interest arbitration in accordance with Section 14 of the IPLRA and the provisions of Appendix A (Variances From Statutory Impasse Procedure).

**Section 7.4. Overtime.** Employees assigned to 24-hour shifts shall be paid time and one-half the employee’s regular straight-time equivalent hourly rate of pay for all hours worked in excess of their regularly scheduled hours of work.

Employees assigned to 8-hour shifts shall be paid time and one-half their regular hourly rate of pay for all regularly scheduled hours worked in excess of their regularly scheduled hours of work.

For the purposes of this Agreement, for 24 hour personnel, an employee’s regular straight-time hourly rate of pay shall be computed by dividing the employee’s base annual salary, plus longevity pay and paramedic pay if the employee is entitled to receive longevity pay and/or paramedic pay, by 2,600 hours.

For purposes of this Agreement, for 8 hour personnel, an employee's regular straight-time hourly rate of pay shall be computed by dividing the employee's base annual salary, plus longevity pay and paramedic pay if the employee is entitled to receive longevity pay and/or paramedic pay, by 2,080 hours.

**Section 7.5. Changing or Trading Tours of Duty.** Changing or trading tours of duty shall only be permitted when a voluntary request for such change or trade is submitted on the proper form and approved by the Battalion Chief. Such changing or trading of tours of duty will only be permitted on the following basis: a firefighter for a firefighter, a firefighter/paramedic for a firefighter/paramedic and an officer for an officer (i.e., fire lieutenant for a fire lieutenant or a fire lieutenant for fire captain); provided, however, a firefighter may trade with a firefighter/paramedic if there are at the time the request is submitted at least four more firefighter/paramedics on the applicable duty roster than are needed to meet the Department's then established staffing requirements. Such request must be submitted and approved a minimum of one (1) duty day prior to the day of the requested change or trade. All approved changes or trades must be paid back no later than twelve (12) months from the date of the original change or trade. Timely requests for voluntary changes or trades shall not be arbitrarily denied. At the discretion of the Fire Chief or designee in emergency situations, a trade of tours of duty may be approved that is submitted less than one (1) duty day prior to the day of the requested change or trade.

**Section 7.6. Hireback Procedure.** Prior to the end of each 24-hour shift, the most senior employee or his designee working on the shift shall provide the Battalion Chief or his designee for the oncoming shift with a list of firefighters, firefighters/paramedics, and lieutenants who are available for hireback. If the Village determines that it is necessary to hire back in any

classification, employees shall be hired back by classification in the order in which they appear on the list provided to the Battalion Chief or his designee. No lieutenant will be bypassed in hireback situations where a fire fighter has been assigned to serve in an acting capacity as a lieutenant unless the position the Village is seeking to fill through the hireback requires paramedic certification. The Village shall not be obligated to any employee who the Battalion Chief, or his designee, was unable to contact and in such situations the Battalion Chief, or his designee, shall have the right to contact the next person on the list. The Village retains the right to hire back additional employees in any classification after the Battalion Chief, or his designee, has contacted or attempted to contact all of the employees in the applicable classification on the list. If no list is provided to the oncoming Battalion Chief, the Village has the right to hire back employees in any order that the Village considers appropriate.

**Section 7.7. Compensatory Time.** If an employee is scheduled to work beyond his normally scheduled hours of work, compensatory time shall be granted in lieu of pay if the employee in his discretion so elects. The amount of compensatory time shall be calculated on the same basis as the employee would have been paid for the hours in question (i.e., if the employee would have been paid at straight time, one hour of compensatory time shall be granted for each hour worked beyond his normally scheduled hours of work; if the employee would have been paid at time and one-half, one and one-half hours of compensatory time shall be granted for each hour worked beyond his normally scheduled hours of work; if the employee would have been paid at double time, two hours of compensatory time shall be granted for each hour worked beyond his normally scheduled hours of work). The maximum amount of compensatory time that may be accumulated and carried over as of December 1 of any given year shall be 48 hours.

Any compensatory time accumulated in excess of 48 hours and not utilized by December 1 of any given year shall be paid off on the basis of one hour's pay at the employee's regular straight-time hourly rate of pay for each hour of compensatory time accumulated in excess of 48 hours. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and the Fire Chief or his designee.

**Section 7.8. Call-Back Pay.** Except as provided in Section 10.3, employees who are called back to work outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid their applicable rate of pay for all hours worked outside their normal shift, with a guarantee of two hours' pay.

**Section 7.9. No Pyramiding.** The overtime and premium pay provisions of this Agreement shall not be pyramided.



**ARTICLE VIII**

**SALARIES AND OTHER COMPENSATION**

**Section 8.1. Salaries.** Effective May 1, 2020, employees covered by this Agreement shall be paid on the basis of the following for the 2020-2021 fiscal year:

| <b>Step</b>                      | <b>Annual Salary Fire</b> | <b>Annual Salary Lieutenants</b> |
|----------------------------------|---------------------------|----------------------------------|
| One (1st 12 mos. of work)        | \$ <u>65,093</u>          | \$ 98,891                        |
| Two (13-24 mos. of work)         | \$ 73,860                 | \$ 106,506                       |
| Three (25-36 mos. of work)       | \$ 81,452                 | \$ 118,233                       |
| Four (37-48 mos. of work)        | \$ 89,637                 |                                  |
| Five (more than 48 mos. of work) | \$ 98,863                 |                                  |

The foregoing salary schedule incorporates a 2.5% across-the-board increase at all steps.

Effective May 1, 2021, employees covered by this Agreement shall be paid on the basis of the following for the 2021-22 fiscal year:

| <b>Step</b>                      | <b>Annual Salary Fire Fighters</b> | <b>Annual Salary Lieutenants</b> |
|----------------------------------|------------------------------------|----------------------------------|
| One (1st 12 mos. of work)        | \$ 66,720                          | \$ 101,363                       |
| Two (13-24 mos. of work)         | \$ 75,706                          | \$ 109,168                       |
| Three (25-36 mos. of work)       | \$ 83,488                          | \$ 121,189                       |
| Four (37-48 mos. of work)        | \$ 91,878                          |                                  |
| Five (more than 48 mos. of work) | \$ 101,335                         |                                  |

The foregoing salary schedule incorporates a 2.5% across-the-board increase at all steps.

Effective May 1, 2022, employees covered by this Agreement shall be paid on the basis of the following for the 2022-23 fiscal year:

| <b>Step</b>                      | <b>Annual Salary Fire Fighters</b> | <b>Annual Salary Lieutenants</b> |
|----------------------------------|------------------------------------|----------------------------------|
| One (1st 12 mos. of work)        | \$ 68,388                          | \$103,897                        |
| Two (13-24 mos. of work)         | \$ 77,600                          | \$111,898                        |
| Three (25-36 mos. of work)       | \$ 85,575                          | \$124,219                        |
| Four (37-48 mos. of work)        | \$ 94,175                          |                                  |
| Five (more than 48 mos. of work) | \$ 103,868                         |                                  |

The foregoing salary schedule incorporates a 2.5% across-the-board increase at all steps.

Employees covered by this Agreement who are still on the active payroll as of the beginning of the next payroll period immediately following ratification of this 2020-2023 collective bargaining agreement shall receive a retroactive payment, which shall be based on the difference between the salary they received between May 1, 2020, and the beginning of said payroll period and the salary they would have received during the same period of time based on the salary schedules for the 2020-21 fiscal year, provided that any employee who retired or was granted a pension on or after May 1, 2020, but before this collective bargaining agreement was ratified by both parties shall also be eligible to receive retroactive pay based on the hours worked between May 1, 2020 and the date of retirement or the granting of the disability pension.

The Village may, at its sole option, place a new employee who has two or more years of experience as both a firefighter and paramedic at Step 2, in which case the employee will advance annually to the next step on his/her anniversary date.

Upon being promoted to the rank of lieutenant, a firefighter (a) who is in step four at the time of the promotion shall be initially placed in step one of the lieutenant's salary schedule and shall move from step to step annually on the anniversary date of the promotion until reaching top step (step three); or (b) who is in step five at the time of the promotion shall be initially placed in step two of the lieutenant's salary schedule and shall move to step three of the lieutenant's salary schedule one year after the effective date of the promotion to the rank of lieutenant.

**Section 8.2. Longevity Pay.** Employees on the active payroll with continuous unbroken service with the Village in a position covered by this Agreement shall receive longevity pay in accordance with the following schedule:

| <u>Years of Continuous Unbroken Service</u> | <u>Amount</u> |
|---|---------------|
| 5 years but less than 10 years              | \$ 450.00     |
| 10 years but less than 15 years             | \$ 600.00     |

|                                 |            |
|---------------------------------|------------|
| 15 years but less than 20 years | \$ 900.00  |
| 20 years but less than 25 years | \$1,200.00 |
| 25 years or more                | \$1,500.00 |

**Section 8.3. Out of Classification Pay.** An employee who is assigned by the Village to the duties of a higher rated classification for more than four hours shall be paid an additional seven and one-half percent (7.5%) above his regular straight-time hourly rate of pay for all hours worked in said higher rated classification.

**Section 8.4. Paramedic Stipend.** The paramedic stipend shall be 5.45% of the top step firefighter annual base salary (i.e., Step 5), and shall be added to the paramedic's annual base salary. Paramedic clinic time shall be scheduled at the mutual convenience of the employee, the clinic, and the Department, provided that the Battalion Chief or his designee shall not arbitrarily withhold approval of the time requested by the employee and approved by the clinic.

**Section 8.5. Paramedic Preceptor.** An employee assigned by the Fire Chief or the Fire Chief's designee to perform the duties of paramedic preceptor shall be paid \$145 a month or a prorated amount for any part of the month that he/she performs the duties of a paramedic preceptor.

**ARTICLE IX**

**VACATIONS**

**Section 9.1. Amount of Vacation.** Employees assigned to 24-hour shifts shall accrue vacation as of their anniversary date of employment in any year as follows:

| <u>Years of<br/>Continuous Service</u> | <u>Number of<br/>24-Hour Shifts</u> |
|--|-------------------------------------|
| 0 - 4 years                            | 5                                   |
| 5 years through 9 years                | 8                                   |
| 10 years through 14 years              | 10                                  |
| 15 years or more                       | 13                                  |

Employees assigned to 40-hour work weeks shall accrue vacation as of their anniversary date of employment in any year as follows:

| <u>Years of<br/>Continuous Service</u> | <u>Number of<br/>8 Hour Work Days</u> |
|--|---------------------------------------|
| 0 - 4 years                            | 10                                    |
| 5 years through 9 years                | 15                                    |
| 10 years through 14 years              | 20                                    |
| 15 years or more                       | 25                                    |

**Section 9.2. Vacation Eligibility.** In order to be eligible for a paid vacation, an employee who, as of his anniversary date of employment, has been continuously employed in a position covered by this Agreement, must be paid for at least 2,300 hours during the preceding year of employment; provided, however, the eligibility requirement for employees who are scheduled to work on the basis of 40 hours per week shall be 1800 hours. For the purposes of this Section, an employee shall be deemed to be continuously employed if the employee is on a paid leave pursuant to the provisions of this contract.

**Section 9.3. Vacation Scheduling.** Vacations shall be scheduled insofar as practicable at times most desired by each employee, with the determination of preference being made on the basis of an employee's seniority. It is expressly understood that the right to set the maximum

number of employees who may be on vacation on any shift day is exclusively reserved by the Fire Chief in order to insure the orderly performance of the services provided by the Village. When it is an employee's turn by seniority to pick vacation days, the employee may select up to his/her maximum vacation allotment for the year in any open slot.

The number of slots per shift shall be the same throughout the year and shall be no less than the number needed to accommodate the total accrued vacation days allotted to the employees on each shift (e.g., an additional slot will be added if it is necessary to accommodate the number of vacation days allotted to employees on the shift). Vacation days that are owed to an employee from an injury on duty (IOD) lay-up, may be picked in any slot even if that slot is filled as long as that slot is not filled by a more senior member. Vacation days that have been banked (i.e., vacation days that have been accumulated in accordance with the provisions of Section 9.4 or not picked based on seniority during the initial opportunity to pick vacations) may be taken in any slot that is still open after all employees on the shift have made their initial pick based on seniority.

When vacation days that were previously selected become open because an employee terminates employment or leaves the bargaining unit, such days shall be offered for selection by employees on the shift who are less senior than such employee in order of their seniority.

If an employee covered by this Agreement leaves Village service with negative vacation time accrued, the Village will be allowed to deduct the amount of vacation owed in dollars from the employee's last pay check.

**Section 9.4. Limitation on Accumulation of Vacation.** Earned vacation may not accumulate beyond three years. Unused vacation days beyond two years shall not create any obligation on the part of the Village. It is specifically provided, however, that if an employee is

unable to take earned vacation prior to the end of the two year period because of absence due to illness or injury or because it has not been possible for the employee to take earned vacation time during said two year period, the employee shall be permitted to carry over earned vacation beyond two years, with the understanding that the employee shall use, if possible, such earned vacation in the year in which the employee returns to work or in the immediately following year, whichever is applicable.

**Section 9.5. Pay Upon Separation.** Subject to the provisions of Section 9.4, upon separation from employment, employees shall be paid for all accumulated but unused vacation days (including those earned but unused in the year of separation) and compensatory time (subject to the compensatory time accumulation restrictions set forth in Article VII, Section 7.7). In the event of death, the payment shall be to the employee's estate.

**Section 9.6. Vacation Day Trades.** Employees on the same shift may trade vacation days with each other. The provisions of Section 7.5 governing the changing or trading of tours of duty shall be applicable to such trades, except as modified below:

1. Only employees on the same shift may trade vacation days that were previously picked.
2. Both ends of each vacation trade must occur within the same calendar year.
3. No more than three (3) vacation days may be traded in any calendar year per employee.

**ARTICLE X**

**HOLIDAYS**

**Section 10.1. Holidays for Employees Assigned to 8-Hour Shifts.**

(a) **Designation of Holidays.** The following days shall be observed as holidays without loss of pay for employees who are assigned to work 8 hours per day, 40 hours per week:

|                             |                |
|-----------------------------|----------------|
| Memorial Day (day observed) | Christmas Eve  |
| Independence Day            | Christmas Day  |
| Labor Day                   | New Year's Day |
| Thanksgiving Day            |                |
| Day after Thanksgiving      |                |

If the day on which one of the foregoing holidays is observed falls on a Sunday, the following Monday shall be observed as the holiday. If the holiday falls on Saturday, the preceding Friday shall be observed as the holiday. In addition to the specific holidays designated above, there shall be four (4) floating holidays that will be scheduled at the mutual convenience of the employee and the Fire Chief or his designee.

(b) **Eligibility Requirements.** In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday unless proof of sickness or excusable absence is established to the satisfaction of the Fire Chief or his designee, provided that the Fire Chief or his designee shall not arbitrarily deny eligibility for holiday pay.

(c) **Pay for Holiday Work.** If an employee who works 8-hour shifts is assigned to work on a day observed by the Village as a holiday, the employee shall be paid two times his regular straight-time hourly rate of pay for all hours worked on said holiday. In addition, the employee shall be paid, if he meets the eligibility requirements set forth in Section 10.1(b), his regular pay for the day in question.

(d) **Personal Days.** Employees who are assigned to work eight hours per day, 40 hours per week, shall receive two personal days per fiscal year. Personal days shall be scheduled at the mutual convenience of the employee and the Fire Chief or his designee.

**Section 10.2. Holidays for Employees Assigned to 24-Hour Shifts.** Prior to January 2021, 24-hour shift personnel who are regularly scheduled to work on July 4, Christmas, or New Year's shall be compensated at the rate of time and a half rather than straight time for all hours worked on said holidays.

Effective January 1, 2021, 24-hour shift personnel who are regularly scheduled to work on Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas, or New Year's shall be compensated at the rate of time and a half rather than straight time for all hours worked on said holidays. The Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas, and New Year's holidays shall be the 24-hour period commencing at 8:00 a.m. on the date of the actual holiday as opposed to the day on which the holiday may be observed by the Village.

**Section 10.3. Pay for Hire backs on Holidays.** When employees assigned to 24-hour shifts who otherwise would not have been scheduled to work on a shift are hired back to work on a shift on one of the holidays listed in Section 10.1 (as opposed to the day observed by the Village as the holiday), the employees shall be paid two times their regular straight-time hourly rate of pay for all hours worked on said holiday. A holiday for the purposes of this Section shall be the 24-hour period commencing at 8:00 a.m. on the holiday.



## **ARTICLE XI**

### **INSURANCE**

**Section 11.1. Cafeteria Benefits Plan.** All employees covered by this Agreement will have the opportunity to participate in the Village's Cafeteria Benefits Plan\* which will enable employees to select the type and kind of benefits they desire from among those offered by the Village on the same terms and conditions that are applicable to other Village employees who are participating in said Cafeteria Benefits Plan. If the total cost for the types and kinds of benefits selected by the employee exceeds the amount that the Village contributes, the amount that the employee is responsible for paying shall be done through payroll deduction.

\* The Village's current cafeteria benefits plan can be accessed through the Village's employee intranet.

**Section 11.2. Retirees Insurance.** Employees retiring or on disability retirement shall be allowed to purchase the hospitalization/medical program at the active group rate for current employees by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage until eligible for Medicare (or until the date the employee would be eligible for Medicare if covered by the Medicare program).

**Section 11.3. Flexible Benefit Plan.** The Village shall extend its Flexible Benefits Plan, which includes both IRS Section 125 and 129 plans, to cover dependent care and unreimbursed medical expenses on the same terms and conditions that are applicable to Village employees generally.

**Section 11.4. Right to Change Carriers.** The Employer shall have the right to change insurance carriers or otherwise provide for coverage (e.g., self-insurance) as long as the level of benefits are substantially the same or better. Before any change is made it shall be discussed by the Village at a Labor-Management Conference.

**Section 11.5. Terms of Policies to Govern.** The extent of coverage under the insurance policies referred to in Sections 11.1, 11.2, 11.3, 11.4, and 11.6 of this Article shall be governed by the terms and conditions set forth in said policies/plans. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy/plan and shall not be subject to the grievance procedure set forth in this Agreement.

**Section 11.6. Right to Maintain Coverage While on Unpaid Leave or on Layoff.** An employee who is on approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

**Section 11.7. Post-Retirement Health Savings Plan.** Employees covered by this Agreement shall be eligible to participate in the Village's Post-Retirement Health Savings Plan on the same terms and conditions as are in effect from time to time for the Village's unrepresented employees.

## ARTICLE XII

### LEAVES OF ABSENCE

**Section 12.1. Jury Duty.** Any employee who is subpoenaed or otherwise required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit a certificate showing evidence that he/she appeared and served as a juror in order to receive pay for the same. Any monies paid by the court to the employee for jury service may be retained by the employee for the purpose of reimbursing the employee for his/her expenses in connection with serving as a juror.

**Section 12.2. Sick Leave.** Employees assigned to 24-hour shifts shall accrue ten (10) hours of sick leave for each month that they are on the active payroll and such sick leave shall accumulate up to a maximum of 2,400 hours. Since the Village's payroll for 24-hour shift personnel is based on an equalized pay system of 2,600 hours per year, this results in employees assigned to 24-hour shifts receiving six (6) shifts of sick leave in a one year period. As a result, a firefighter assigned to 24-hour shifts is charged sick leave at the rate of 20 hours for each full shift of sick leave taken rather than 24 hours, i.e., for each hour that an employee is off on sick leave,  $\frac{5}{6}$ <sup>th</sup> of an hour shall be deducted from the employee's accumulated sick leave.

Employees assigned to 40-hour work weeks shall earn eight (8) hours of sick leave for each month they are on the active payroll and such sick leave shall accumulate up to a maximum of 1,920 hours. An employee assigned to 40-hour work weeks is charged sick leave on an hour-for-hour basis.

Sick leave may only be used in cases when employees are actually sick or ill.

**Section 12.3. Special Leaves Without Pay.** An employee may, upon written request to the Chief, be granted at the Village's discretion a special leave of absence without pay under such reasonable terms and conditions as the Village may establish for any of the following reasons:

- (a) to enable an employee to engage in a course of study that will increase his usefulness to the Village service;
- (b) to enable an employee who is physically or mentally incapacitated to recover his health;
- (c) to enable female employees to attend to maternity needs as directed in writing by their physicians. Maternity will be treated in the same manner as any other temporary disability in accordance with applicable Federal and State laws;
- (d) other equally good reasons considered valid by the Chief and approved by the Village Manager.

Normally, no special leave of absence without pay shall exceed one year in duration.

**Section 12.4. Bereavement Leave.** The employer agrees to provide to employees covered by this contract leave without loss of pay as a result of death in the immediate family, not to exceed two (2) days for 24 hour personnel or five (5) days for 8 hour personnel.

Immediate family for the purposes of both this Section and Section 12.5 immediately below shall be construed to be:

- (a) Parent, brother, sister, child, spouse, grandchild, grandparent or great grandparent; or
- (b) Any relative living in the same household with the employee or dependent upon the employee's care; or
- (c) Any relative of the employee's spouse listed in subparagraph (a) above; or
- (d) Step parent, step grandparent, step child, step brother or sister.

**Section 12.5. Emergency Leave for Illness/Injury in Immediate Family.** In case of an unexpected emergency involving an illness or injury in the immediate family that requires the presence of the employee, one (1) paid day of absence for 24 hour personnel or three (3) paid

days of absence for 8 hour personnel may be approved by the Chief. This may be extended to two (2) days for 24 hour personnel or seven (7) days for 8 hour personnel with the approval of the Village Manager.

**Section 12.6. Witness Leave.** An employee who is required to attend attorney interviews, give depositions or testify with respect to lawsuits which the Village institutes or which arise out of the employee's employment by the Village (excluding an employee's participation in such activities at the request of the Union) shall be excused from work without loss of pay for the period of time which he is required to be away from work and during which he would have otherwise been scheduled to work. If an employee is required to participate in such activities during off-duty hours (excluding jury duty and an employee's participation in such activities at the request of the Union), the employee shall be paid one and one-half times the applicable hourly rate of pay for all such off-duty hours of required participation (including reasonable and necessary travel time), with a minimum of two hours pay.

An employee shall immediately notify the Battalion Chief if he is required to participate in a lawsuit which arises out of his employment by the Village. The Village retains the right to schedule the employee's participation during the employee's duty hours. If the Village does not exercise this right, the scheduling shall be done at the mutual convenience of the employee and the party requesting the employee's participation.

If an employee is subpoenaed to testify in lawsuits which do not arise out of the employee's employment by the Village or in lawsuits instituted by the Union, the employee shall be permitted to use accrued vacation time, request an exchange of tours of duty, or take time off without pay.

If an employee is subpoenaed at the request of the Fire Chief to testify in a hearing before the Board of Fire and Police Commission, the employee shall either be released from duty without loss of pay or paid one and one-half times the applicable hourly rate of pay for all hours of required off-duty participation, whichever is applicable. If an employee is subpoenaed at the request of someone other than the Fire Chief, with respect to hearings which the Village institutes or which arise out of the employee's employment by the Village (excluding an employee's participation in such activities at the request of the Union), the employee shall be released from duty without loss of pay if it is necessary for him to testify during his normal duty hours; the employee shall receive compensation at one and one-half the applicable hourly rate of pay for all such off-duty hours of required participation (including reasonable and necessary travel time), if he testifies during his off-duty hours.

Any compensation which the employee receives for responding to a subpoena shall not be subtracted from the employee's regular wages.

**Section 12.7. Family and Medical Leave Act of 1993.** The parties agree that the Village may take whatever reasonable steps are deemed to be needed to comply with the Family and Medical Leave Act of 1993, as amended from time to time.

**Section 12.8. Pregnancy Leave/Maternity Leave.** Pregnancy and Maternity leaves shall be granted in accordance with applicable federal and state law.

## **ARTICLE XIII**

### **SAFETY COMMITTEE**

A Safety Committee composed of two persons designated by the Fire Chief and two persons designated by the Union President shall meet monthly unless mutually agreed otherwise for the purpose of discussing matters of mutual concern relating to safety issues. The Safety Committee, or a minority thereof, may make written recommendations concerning safety issues to the Fire Chief, but such recommendations shall be advisory only. Within thirty (30) calendar days of receipt of the report from the Safety Committee, or a minority of the Committee, the Fire Chief shall set forth in writing his response to the report and recommendation.

## ARTICLE XIV

### MAINTENANCE OF SPECIFIC WORKING CONDITIONS

During the term of this Agreement, the Village will continue to maintain the following working conditions for employees who are assigned to 24-hour shifts:

- (a) One employee per shift per firehouse shall be allowed, with the approval of his Company officer, reasonable time to shop for food and kitchen supplies during his tour of duty.
- (b) Employees shall be allowed to use such fitness equipment, TV sets, video equipment, and hobby materials as may be available at the firehouse during their non-assigned time, subject to such reasonable rules and regulations as the Village may prescribe.
- (c) Each firehouse shall have a kitchen with sufficient seating, a dayroom with sufficient seating, a bunkroom with sufficient bedding, bathroom and shower facilities, and storage spaces that can be locked.

None of the foregoing shall interfere with the normal operations of the Fire Department.



## ARTICLE XV

### **MISCELLANEOUS FRINGE BENEFITS**

**Section 15.1. Deferred Compensation Plan.** Employees covered by this Agreement shall have the same opportunity to participate on a payroll deduction basis in any deferred compensation plan that may be available to Village employees generally.

**Section 15.2. Credit Union.** Employees shall have the opportunity to participate in a designated credit union on a payroll deduction basis.

**Section 15.3. Tuition Reimbursement.** Employees shall have the opportunity to participate in any tuition reimbursement program which the Village may from time to time establish in accordance with such terms and conditions as the Village may establish for such program generally.

**Section 15.4. Quartermaster System and Maintenance Allowance.** The quartermaster system with respect to the provision of uniforms and related equipment shall continue for the term of this Agreement. As part of the quartermaster system, the Village shall supply, from the Village's selected vendor, baseball caps and polo shirts as set forth on Appendix D attached to this Agreement (or such items of substantially similar style and material). Employees shall receive an annual maintenance allowance of \$425 for each calendar year of this Agreement (pro-rated for employees employed less than 12 months). Said allowance shall be paid on the first payday in June of each year.

**Section 15.5. Sick Leave Incentive Plan.** During the term of this Agreement all employees covered by this Agreement are eligible to participate in the sick leave incentive plan set forth in this section. For each period of three (3) consecutive full months in which an employee does not use any sick leave, the employee shall be paid \$50. If an employee does not use any sick leave for four (4) consecutive periods (i.e., 12 consecutive full months), the

employee shall receive an additional payment of \$50. Example: If an employee does not use any sick leave hours for 12 full months the employee would receive sick leave incentive payments totaling \$250, consisting of four \$50 payments for each of the four consecutive periods plus an additional payment of \$50.

**Section 15.6. Pay for Unused Sick Leave at Retirement.** An employee who at retirement (1) has at least twenty (20) years of continuous service, (2) has an approved pension from the Village of Schaumburg Fire Pension Fund, (3) has given the Village irrevocable written notice to retire at least forty-five (45) days prior to the effective date of retirement, and (4) has at least 900 hours of accumulated sick leave shall be paid a lump sum into the employee’s VEBA Health Reimbursement Account (hereinafter “VEBA HRA”) in accordance with the following schedule:

| <u>Years of Continuous Service</u> | <u>Amount of Lump Sum Payment</u> |
|------------------------------------|-----------------------------------|
| 20 years                           | 360 hours pay                     |
| 25 years                           | 540 hours pay                     |
| 30 years or more                   | 720 hours pay                     |

The payment shall be computed on the basis of the regular straight-time hourly rate of pay in effect for the employee’s regular classification at the time of retirement. The amount attributable to unused sick leave in accordance with the above provisions shall be deposited on a pre-tax basis at the time of the employee’s retirement into the employee’s VEBA HRA for use by the employee for the purposes specified in the Village’s VEBA HRA plan document including, but not necessarily limited to, payment for continued coverage under the Village’s group medical insurance program and for unreimbursed medical expenses approved by the VEBA HRA. The VEBA HRA plan provides that if there is any amount remaining in a retired employee’s account at the time of death, the remaining amount will be disbursed as provided by the plan document.

In the event of death of an active employee who otherwise would be eligible under this provision, a lump sum payment will be paid to the employee's VEBA HRA and disbursed as provided by the plan document.

Notwithstanding the foregoing irrevocable notice provisions, the Village Manager may permit an employee to withdraw an irrevocable notice to retire based on substantially changed circumstances arising after the employee submitted his/her irrevocable notice to retire. Moreover, the forty-five (45) day notice period as specified above may be reduced upon request by the employee with review and recommendation from the fire\_Chief, if the Village Manager determines it to be in the best interest of the Village. Denial of such requests shall not be arbitrary and capricious.

**Section 15.7. Severance Pay.** If an employee with five or more continuous years of full-time employment is terminated for reasons beyond the employee's own control (e.g., reduction in force, abolishment of the position, etc.), the employee shall be paid one month's severance pay. An employee who terminates his employment on his own volition or who is terminated for disciplinary reasons shall not be paid any severance pay.

**Section 15.8. Inoculations.** The employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty.

**Section 15.9. Eye Glass Replacement.** The Village at its expense shall repair or replace as necessary an employee's eye glasses, contact lenses, or prescription sunglasses, if such are damaged or broken during the period while responding to until return from an emergency call, while training, or while performing other assigned duties and such incident has been documented

to the reasonable satisfaction of the Fire Chief or his designee. This provision shall not be applicable if an employee's eye glasses, contact lenses, or prescription sunglasses are damaged or broken during an employee's non-assigned time.

## ARTICLE XVI

### MISCELLANEOUS

**Section 16.1. Outside Employment.** Employees shall not be employed in other occupations, including self-employment, without the approval of the Department head and the Village Manager. Employees wishing to hold outside jobs, including self-employment, which will not result in a conflict of interest or impinge on their ability to do their job shall apply in writing to the Department head for approval on the form provided. Such applications shall be approved or denied within ten (10) working days after submission.

**Section 16.2. Pay Advance.** Employees shall have the same right as other Village employees may have to request their paycheck in advance of the regular payday if they are going to be absent on a regular payday in accordance with the prevailing policy governing same.

**Section 16.3. Gender of Words.** The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision(s) concerned.

**Section 16.4. Physical Examinations.** If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have a physical examination by a qualified and licensed physician or other appropriate medical professional selected by the employee from a list of three provided by the Village to determine such question. Procedures in the Health Risk Reduction Program for unfit for duty designation will be utilized.

#### Health Risk Reduction Program Summary

The Health Risk Reduction program will mandate medical evaluation for all personnel as set forth in Appendix F. Existing employees (hired prior to May 1, 2020) will be scheduled over a three year period beginning with volunteers, followed by physician recommendations based on the annual Mandatory OSHA Respirator Medical Evaluation questionnaire. New

employees (hired as of May 1, 2020 or later) will take a baseline physical when hired.

The baseline physical will include vision and hearing tests, blood work, stress test, respiratory spirometry test, and other testing recommended by the physician based on the individual medical history questionnaire completed as part of the physical exam.

Once all baseline physicals are completed personnel will be scheduled for future exams based on age and/or risk factors. Generally, exams will follow the below age factors.

- 50 years and older – annual
- 40-49 years – every other year
- At 35 years
- At 30 years
- At any age as indicated by physician

- If the Village’s Occupational Health Provider determines that the firefighter is “not fit for duty” the Village will be notified. Based on the findings and recommendation of the Village physician the firefighter will be provided direction for medical follow-up with his physician or specialist. The firefighter will be given first priority for light duty assignment. If firefighter refuses light duty assignment, he or she will be required to use applicable accrued benefit leave for absence. A firefighter’s return to full duty will be based on the individual’s personal physician’s recommendation and in consultation with the Village physician, as requested by the Village.

All new employees hired on or after May 1<sup>st</sup>, 2020, will be subject to the full extent of the annual physical language. Any employee hired prior to May 1<sup>st</sup>, 2020, will be allowed to participate in the program on a voluntary basis until April 30<sup>th</sup>, 2022, thus establishing a baseline and thereafter following the guidelines below. On and after May 1<sup>st</sup>, 2022, all fire department employees will be subject to the annual physical policy as stated in this agreement.

**Section 16.5. Job Descriptions.** If the Village revises any job description for employees covered by this Agreement or issues any new job description for employees covered by this Agreement, the Village will provide the Union with a copy of any such revised or new job

description. The Union may request that any new or revised job description be placed on the agenda of the next meeting of the Labor-Management Committee.

**Section 16.6. Posting of Formal Training Opportunities.** Formal training opportunities (e.g., courses offered by the University of Illinois) for employees covered by this Agreement will be posted. Employees who want to be considered for such training may submit a written statement of interest to the Fire Chief or the Deputy Chief as the Fire Chief's designee within the time specified on the posting. If two or more employees are determined to have equal skill, ability and aptitude for the training opportunity, seniority and operational needs of the department will be taken into account in making the selection. Nothing herein shall be construed to require the Village to offer the training even though it has been posted. Employees who submit a written statement of interest shall be advised in writing within 15 calendar days as to their acceptance or non- acceptance. Employees who are not accepted shall also be given the reasons why, if requested.

**Section 16.7. Released Time.** Where a grievance meeting or Labor-Management Committee meeting pursuant to the provisions of this Agreement is scheduled during the working hours of any employee whose attendance is necessary at said meeting, any such employee shall be released from work to attend the meeting without loss of pay.

**Section 16.8. Resolution of Impasse.** The resolution of any bargaining impasse for a successor agreement shall be in accordance with the Variances From Statutory Impasse Procedure which is attached as Appendix A and incorporated herein by reference.

**Section 16.9. Solicitation.** It is agreed that no bargaining unit member covered by this Agreement will solicit any person or entity for contributions on behalf of the Schaumburg Fire Department or the Village of Schaumburg.

Bargaining unit members agree that the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees prohibited by this Section and otherwise prohibited may not be done on work time or in a work uniform. The bargaining unit members agree that they will not use the words “Schaumburg Fire Department” in their name or describe themselves as the “Village of Schaumburg”. The bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to firefighters employed by the Village.

**Section 16.10. Physical Fitness Program.** The Physical Fitness Program and Essential Job Function Test that has been mutually agreed to by both the Village and the Union is incorporated as part of this Agreement, a copy of which is attached as Appendix B.

A Physical Fitness Committee shall be established for the purpose of trying to reach mutual agreement on the terms and conditions of an effective mandatory physical fitness program, said committee to be composed of three members appointed by the Fire Chief and three members appointed by the Union President. If no agreement is reached within 60 days (or a longer period of time if mutually agreed to), the Village may invoke interest arbitration in accordance with Section 14 of the IPLRA and the provisions of Appendix A (Variances From Statutory Impasse Procedure).

**Section 16.11. Shift/Station Selection Process.** The following shift/station selection process has been developed in order to try to accommodate the operational needs of the Schaumburg Fire Department and the interests of Fire Department personnel in assigning such personnel to shifts and stations:

- 1. Frequency of Selection.** Absent circumstances justifying a departure, Department-wide station and shift assignments and transfers will take place every two years. The next



Department-wide selection process will be for calendar year 2014. The pick shall commence during the month of June of the applicable calendar year.

2. **Number of Personnel to be Assigned.** Prior to the commencement of a Department-wide selection process, the Fire Chief will determine and advise all Fire Department personnel of the number of personnel to be assigned on each shift and in each fire company, including the anticipated number of paramedics, fire investigators, TRS personnel, etc. This will not limit the Fire Chief's discretion to decide, from time to time, to make changes in such staffing if he determines it is needed to meet the needs of the Village. Notwithstanding the foregoing, commencing with the selection process for calendar year 2014, the Department's goal shall be to equally distribute (plus or minus one) the number of firefighter/paramedics per shift at stations to which an ambulance is assigned.
3. **Order of Selection Process and Qualifications.** The apparatus selection process shall be conducted in the following order with the following required qualifications applicable to lieutenant/paramedics, lieutenants, firefighter/paramedics, and firefighters. The following will be used to determine if such employees are qualified for specific assignments. An employee must possess the required qualifications/certifications for the position that the employee is seeking to bid on at the time the employee submits his/her bid.

**A. Squad**

1. Hazardous Material Technician
2. Certified Scuba Diver or Dive Team Member
3. OSFM approved Rope Operations
4. OSFM approved Confined Space Operations
5. OSFM approved Trench Rescue Operations
6. OSFM approved Vehicle and Machinery Operations
7. OSFM approved Structural Collapse Operations

To be considered qualified for a Squad assignment, personnel must possess at least three of the specialty training areas listed above. If an employee does not have hazardous materials technician certification as one of the specialties, that individual, if assigned to a squad, may be required to obtain the specialty training. The squad shall be selected by seniority and qualifications. Vacancies shall be filled by the next most senior qualified individual who selects the apparatus. In the absence of a qualified individual, the vacancies shall be filled by again starting at the top of the seniority list with the most senior non-qualified individual with one less than the required number of certifications for the Squad. In the event the vacancy thereafter remains open, the Fire Chief or his

designee shall assign an employee to fill the vacancy by reverse seniority with certifications.

**B. Truck/Engine Company**

Two specialty training qualifications or OSFM Certified Advanced Firefighter required for a Truck selection.

The Truck/Engine companies will be filled after the Squad selection process. Trucks/Engines shall be filled based on seniority and qualifications. Vacancies will be filled by the next most senior qualified employee who selects the apparatus. In the absence of a qualified individual, the vacancies shall be filled by again starting at the top of the seniority list with the most senior non-qualified individual with one less than the required number of certifications for the Truck. In the event the vacancy thereafter remains open, the Fire Chief or his designee shall assign an employee to fill the vacancy by reverse seniority or a volunteer with certifications.

- 4. Submission of Written Requests.** On or before June 1 (or such other date as agreed to by the parties) of the year prior to the commencement of the Department-wide shift/station selection process, all employees with three years' seniority or less seniority as of the effective date of the transfer will be permitted to submit written requests setting forth their preferences for the Squad, Truck or Engine Company and/or shift. Seniority will be guiding factor in making such shift and station assignments as long as the positions are filled based on qualifications as per the assignment roster.
- 5. Determination of Seniority and Order of Selection.** For firefighters, seniority shall be based on total employment time as a Schaumburg firefighter. For fire lieutenants, seniority shall be based on total employment time as a Schaumburg fire lieutenant (i.e., time in grade and not total employment time). Lieutenants and Lieutenant/Paramedics will select before Firefighters and Firefighter/Paramedics based on time-in-grade and qualifications.
- 6. Posting of Positions.** Prior to the start of selections process, the Fire Chief will post an assignment roster of all shift/company positions, required qualifications for specific positions consistent with the above, and a master personnel seniority list for Lieutenants, Firefighter/Paramedics, Firefighters.
- 7. Assignment of Firefighter/Paramedics and Firefighters with Less than Three Years of Service.** The twelve (12) least senior employees with under 3 years seniority are assigned after the Lieutenants and Lieutenant/Paramedics pick on the squad, truck and engine. Such assignments shall be distributed among the three shifts and engine companies. If there are more than twelve (12)

employees with under three years' seniority, such employees shall be assigned to any remaining vacancies after all other employees have picked.

**8. Filling of Shift and/or Company Vacancies before the Next Selection Process.** If the Village decides to fill a shift and/or company assignment vacancy that has occurred since the last selection process and before the next selection process, it will be filled be as follows:

- A. In the event the vacancy is created by a Lieutenant (i.e., retirement, disability, etc.) the vacancy for Lieutenant will be open for seniority/qualifications bid for the same-shift Lieutenants.
- B. If no one bids on the Lieutenant vacancy, the newly promoted Lieutenant will be assigned to the vacancy. The Firefighter vacancy (left by the promoted firefighter) will be bid on by same shift personnel based on seniority and certifications.
- C. Firefighter/paramedic vacancies will be filled with same shift personnel and be offered the vacancy based on seniority and qualifications from the newly vacated position (i.e., based on qualifications, Driver positions, ALS staffing, etc.).
- D. In the event the vacancy thereafter remains open, the Fire Chief or his designee shall assign an employee to fill the vacancy by reverse seniority or volunteer with certifications.

**9.** Requests for station/shift assignments will only be accepted as provided above for a Department-wide shift/station selection process and not at other times, unless due to personnel problems or adversely affecting operations.

**10.** Notwithstanding the foregoing, the Fire Chief shall have the right to transfer employees who have been permanently assigned to a shift under this Section in order to meet the bona fide operational needs of the Department at any time (e.g., loss of an employee, filling a specialty position, retirement, injury or other long- term leave, changes necessitated due to personnel problems adversely affecting operations, etc.). Employees shall be given as much notice as practicable of such transfers. If the reason for the transfer no longer exists and it would not adversely affect operations, the employee may be given the right to return to the shift and/or station originally selected.

**11.** Absent emergency circumstances, no changes will be made or implemented to the above shift/station selection process unless such change has first been discussed at a Labor-Management Committee meeting. Any employee who has a dispute with a shift/company selection has the right to appeal to the Labor-Management Committee.

**Section 16.12. Subcontracting.** The Village shall comply with 65 ILCS 5/10-2.1-4.

## **ARTICLE XVII**

### **RIGHTS OF VILLAGE**

The Union recognizes the exclusive right of the Village to make and implement decisions with respect to the operation and management of its operations in all respects unless specifically modified by other provisions of this Agreement. Such rights include but are not limited to the following:

- (a) To manage and direct employees, to make assignments of jobs, to determine the size and composition of the work force, to determine the work to be performed by the work force and each employee, to determine whether operations or services shall be made or purchased, and to determine the competence and qualifications of the employees.
- (b) To determine the methods, means and number of personnel and the location where the operations of the Village are to be conducted.
- (c) To take whatever action may be necessary in situations of emergency. Emergency includes but is not limited to riot, civil disaster, presidential visit, and extreme illness and the like.
- (d) To hire, promote, transfer and lay off employees, subject to the jurisdiction of the Village of Schaumburg Fire and Police Commission.
- (e) To suspend, demote or discharge employees for just cause, subject to the provisions of Section 4.10 of this Agreement.
- (f) To establish or alter the number of shifts, hours of work, work schedules, methods or processes.
- (g) To schedule overtime work when required.
- (h) To create new positions, to introduce or improve operations or work practices, to terminate or modify existing positions, operations or work practices, and to consolidate existing positions.
- (i) To make and alter rules and regulations for the conduct of its business and of its employees.
- (j) To determine the type and kind of uniforms and equipment to be used.

The foregoing powers, rights and/or authority shall not be exercised as to violate an expressed provision of this Agreement.

## ARTICLE XVIII

### **NON-INTERRUPTION OF WORK**

**Section 18.1. No Strikes.** 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, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village.

**Section 18.2. No Lockouts.** The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

## **ARTICLE XIX**

### **PROMOTIONS**

**Section 19.1. General.** Promotion to the ranks of Lieutenant and Captain shall be governed by the provisions of this Article and if not otherwise covered by this Article, the applicable provisions of the Illinois Fire Department Promotion Act, 50 ILCS 742 (hereinafter the “FDPA”) . These provisions shall supersede the provisions of the Municipal Code, Village ordinances, and the rules and regulations of the Schaumburg Board of Fire and Police Commissioners with respect to promotions. The Village and the Union expressly waive any rights either may respectively otherwise possess under these statutes and rules.

Unless otherwise specifically provided in this Article, the promotion process to the ranks of Lieutenant and Captain shall be administered by the Village of Schaumburg Board of Fire and Police Commissioners. The BFPC will provide each candidate with a test packet prior to the application deadline, which will consist of:

- The list of reading materials and any supplemental reading material
- The Ascertained Merit Check List
- Information on the use of Village software as it relates to the testing process
- All times, dates, and locations associated with the testing process
- Any other directions needed to complete the testing process
- How to apply military points

**Section 19.2. Eligibility Requirements.** The examination process for promotion to the rank of Lieutenant shall be competitive among employees in the rank of Firefighter who meet the eligibility requirements set forth in subsection (a) below and desire to submit themselves to such process. The examination process for promotion to the rank of Captain shall be competitive

among employees in the rank of Lieutenant who meet the eligibility requirements set forth in subsection (b) below and desire to submit themselves to such process.

- (a) Lieutenant. Members of the bargaining unit shall be eligible to participate in the process for promotion to Lieutenant if they as of the date of the written examination (1) have completed their probationary period, (2) have served in a sworn full-time firefighter position for at least four (4) years with the Schaumburg Fire Department, (3) are certified as Firefighter III/ Advanced Firefighter as described by the Illinois Office of the State Fire Marshal, and (4) possess an associate's degree or bachelor's degree from an accredited college or university; provided that this education requirement shall not be applicable to candidates for promotion to Fire Lieutenant who were sworn members of the Schaumburg Fire Department on or before November 14, 2000. In addition to the foregoing, possession of an associate's degree or bachelor's degree from an accredited college or university shall also be an eligibility requirement for all candidates.
  
- (b) Captain. Members of the bargaining unit in the rank of Lieutenant shall be eligible to participate in the process for promotion to Captain if they have successfully completed 12 months in the rank of Lieutenant as of the date of the written examination. If a Lieutenant is unable or unavailable to perform his or her assigned duties due to injury or illness (whether or not job related) if such periods of absence exceed 30 days, the 12 month time frame may be extended at the discretion of the Fire Chief.

. In addition to the foregoing, possession of a bachelor's degree or postgraduate degree from an accredited college or university shall also be an eligibility requirement.

Any candidate who is promoted to the rank of Captain shall have one (1) year from the date of promotion to become certified as a Advanced Fire Officer as described by the Illinois Office of the State Fire Marshal.

**Section 19.3. Components of the Promotional Process and the Weighting of**

**Components.** The placement of eligible candidates on a Lieutenant promotion list shall be based on the points achieved by the candidate on each of the following components:

| <b><u>Component</u></b> | <b><u>Maximum Points</u></b><br><b><u>Lieutenant</u></b> | <b><u>Maximum Points</u></b><br><b><u>Captain</u></b> |
|-------------------------|--|---|
| Written examination     | 50   | 40  |
| Ascertained Merit       | 10   | N/A   |
| Assessment Center       | N/A  | 20  |
| BFPC Oral Interview     | 15   | 15  |
| Fire Chief Evaluation   | 15   | 15  |
| Seniority               | 10   | 10  |
| <b>TOTAL</b>            | <b>100 points</b>  | <b>100 points</b>                                     |

If a candidate wishes to withdraw from the promotional process before the completion of all the components of the promotional process, the candidate shall so advise the Board of Fire and Police Commissioners in writing.

**Section 19.4. Promotion Process Components.** The components of the promotional process shall be as follows and shall be administered in the order set forth below:

Fire Chief's Evaluation. The Fire Chief shall award points based on job-related merit criteria uniformly applied to all applicants. Set forth in Appendix C is the evaluation instrument and criteria that will be used by the Fire Chief, the Deputy Fire Chiefs, the Battalion Chiefs, and each candidate's shift Fire Captain, provided said shift Fire Captain (the most senior shift Fire Captain if there are more than one, unless the less senior shift Fire Captain is the candidate's in-station supervisor, in which event the less senior shift Fire Captain shall do the evaluation) has served in such capacity for at least three months prior to the date of the written announcement of the Fire Lieutenant or Fire Captain promotion process, whichever is applicable. In the event a candidate's shift Fire Captain has not served in such capacity for at least said three month period, the shift Fire Captain who most recently served in such capacity for at least three months shall do the evaluation.

The Fire Chief will give fair consideration to the evaluations of candidates by the



foregoing members of the Fire Command Staff in awarding his points. All evaluations done by the foregoing members of the Fire Command Staff and the Fire Chief shall be signed by the person completing the evaluation. The Chief's points shall be awarded and posted at the same time that the BFPC points are posted and prior to the written examination. If a candidate makes a written request within seven (7) calendar days of the date the Chief's points are posted, the Chief shall provide the candidate with all his/her completed evaluations that were part of the Chief's evaluation. The evaluation shall be maintained for the duration of the promotion list and made available to the Union President.

BFPC Interviews. The Village's Board of Fire and Police Commissioners shall conduct an individual oral interview with each candidate. Questions asked during the oral interview shall be structured and applied uniformly for all candidates and shall be designed to enable the Board of Fire and Police Commissioners to assess the candidate's qualifications and abilities to discharge the duties of the rank in question. BFPC points shall be awarded and posted at the same time that Fire Chief's points are posted.

Assessment Center. The Assessment Center shall include the use of multiple assessment techniques. The Assessment Center shall be conducted in compliance with the FPDA. The parties shall request from the Office of the State Fire Marshal ("OSFM") a list of seven (7) certified assessors in to allow for a panel of three (3) certified assessors. The parties shall select assessors from the list provided by OSFM in accordance with the procedures contained in 50 ILCS 742/50(h). In the event an assessor is not able to participate in the assessment center process for which he was selected, either party may request that additional names of certified assessors be provided (a list of three (3) assessors for each such "vacancy" shall be requested from OSFM) and the selection method set forth herein shall be utilized by the parties. The Union shall be notified and entitled to monitor any preliminary meeting between certified

assessors and representatives of the Village which may occur prior to the administration of this component.

Ascertained Merit. For applicants to the rank of Fire Lieutenant only, a maximum of 10 points can be earned based on ascertained merit, which shall be determined on the basis of the following:

**Education and Certifications (maximum of 8 points)**

- Successful completion of one or more of the prescribed classes needed to be provisionally certified as a Company Fire Officer - 0.5 point for each such class that is successfully completed (maximum of 2.5 points if provisionally certified as a Company Fire Officer).
- Successful completion of one or more of the prescribed classes needed to be provisionally certified as a Advanced Fire Officer – 0.5 point for each such class that is successfully completed (maximum of 2 points if provisionally certified as a /Advanced Fire Officer).
- Bachelor’s degree from an accredited college or university in a firerelated field– 6 points
- Bachelor’s degree from an accredited college or university in a non-fire related field -- 4 points
- Associate Degree from an accredited college in a firerelated field—3 points
- Associate Degree from an accredited college in a non-fire related field—2 points

**NOTE:** Only the highest number of points for a bachelor's degree or associate can be used; i.e., degrees cannot be "stacked."

- Current paramedic certification – 1 point
- Former Schaumburg paramedic – 0.5 point
- Successful completion of certification level Office of State Fire Marshal courses that are 40 hours or longer excluding any refresher courses -- 0.5 point for each such course up to a maximum of 7 points. The historical equivalent of any current certifications will be accepted.

**Leadership Participation in Department Activities (maximum of 7 points)**

1 point for the following:

- Foreign Fire Insurance Board Member
- Pension Board Member
- Fire Explorer Program Coordinator
- EMS System Board Member
- Elected Union Officer Fire Investigation Team Leader
- Any official fire department committee designated by the Fire Chief

0.5 point for the following:

- College Intern Preceptor (must serve for full semester)
- Paramedic Preceptor (must serve for entire certification period)

In order to receive credit for participation in any of the foregoing activities, the candidate must be an active participant with at least two full years of experience of participation in each activity, or a full term's participation in an *ad hoc* committee, or service for the stated period as a College Intern Preceptor or Paramedic Preceptor, provided that all such participation must have occurred within ten (10) years from the date of the written announcement of the Fire Lieutenant promotion process. A candidate with previous experience who has four (4) or more years of experience, or two full terms of participation in an *ad hoc* committee in one of the above listed activities shall receive a maximum of two points (or a maximum of one point for 0.5 point participation activities) for the same activity. An *ad hoc* committee is an official department committee as designated by the Fire Chief.

It shall be the responsibility of each candidate to submit a resume of his/her participation in any of the foregoing activities within the ten (10) year period in question within two (2) weeks from the date of the written announcement of the Fire Lieutenant promotion process. An Ascertained Merit Check List will also be completed by the promotional candidate and submitted to the Promotion Coordinator and Union President (or his designee) for validation. If there are any issues concerning a candidate's participation in any of the foregoing activities, it shall be

referred to the Labor-Management Committee for final resolution; provided that no participant in the Labor-Management Committee shall sit in judgment of his/her own resume. If there is a deadlock, the Fire Chief shall make the final decision and any such decision shall only be subject to challenge on the ground that the Fire Chief acted arbitrarily or capriciously in making such decision.

Seniority. Seniority points shall be computed as of the date of the written examination.

Points shall be awarded for the fire lieutenant promotion process on the following basis: .25 point for each full half year of service in a sworn position on the Schaumburg Fire Department up to a maximum of twenty (20) years. Points shall be awarded for the fire captain promotion process on the following basis: 1 point for each full year in grade as a fire lieutenant on the Schaumburg Fire Department up to a maximum of ten (10) years.

Written Examination. The written examination shall be administered in accordance with the procedures set forth below:

1. A candidate's eligibility to take the written examination shall not be conditioned on the candidate's score of any of the previous components of the examination. The written examination for the rank of fire lieutenant and the rank of fire captain 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 Village has identified and made readily available to potential examinees at least 90 days before the examination is administered.

Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test or offsite by a bona fide 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 its return to from the Testing agency to the Board of Fire and Police Commissioners via mail from the Board of Fire and Police Commissioners to each candidate; and (ii) to review the answers to the examination that the examiners consider correct. The Village or the testing agency may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

2. Sample written examinations may be examined by the Village and members of the Department, but no person in the Department or the appointing authority (including the Chief and the Board of Fire and Police Commissioners, 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 Article and the IFPDA for any member of the Department or appointing

authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

3. The Village shall maintain reading and study materials for its current written examination and the reading list for the last two (2) written examinations or for a period of three (3) years, whichever is less, for the rank of Lieutenant and Captain and shall make these materials available and accessible at each fire station.

**Section 19.5. Promotions Coordinator.** The Fire Chief shall appoint a Deputy Chief or the Training Coordinator to serve as the Promotion Coordinator. The Promotion Coordinator shall have the authority to answer any questions relating to the testing process and otherwise disseminate information about the testing process. Candidates will be instructed to contact the Promotion Coordinator with any questions regarding the testing process. It will be the responsibility of the Promotion Coordinator to provide all candidates with the same information regarding the testing process.

**Section 19.6. Monitors.** Up to two (2) impartial persons who are not members of the Village of Schaumburg Fire Department may be selected by the Union to serve as monitors by giving written notice to the Fire Chief at least seven (7) days prior to the first day that monitors are to be used. If the Union designates a monitor/monitors, the Village may also designate an equal number of monitors. Each party shall be responsible for all the costs and expenses of its designated monitor(s). Monitors are authorized to be present and observe the components of the promotional process. Monitors shall not interfere with the promotional process, but shall report the full details and facts concerning any observed or suspected violations of the provisions of this Article applicable to the component being observed to the Union and the Promotion Coordinator. To be considered, such written report must be submitted within three (3) business days of the date of the observed or suspected violation.

**Section 19.7. Scoring of Components and Posting of Preliminary Promotion List.**  
The scores for each component of the promotional process shall be posted as soon as practicable

after the component is completed. Each component of the promotional test shall be scored on a scale of 100 points. The scores of all components shall be added to produce a total score of 100 points. Once all candidates have completed all components of the promotional process, the scores for all components for each candidate shall be tallied and a preliminary promotion list shall be prepared by the Board of Fire and Police Commissioners on which candidates shall be ranked in rank order based on the highest to the lowest points scored on all components of the promotional process. This preliminary promotion list shall then be posted on the bulletin board at each fire station.

**Section 19.8. Veteran's Preference Points and Posting of Final Promotion List.** A candidate on the preliminary promotion list who is eligible for veteran's preference points under applicable law may file a written application within 10 days after the initial posting of the preliminary promotion list. If requested, the veteran's preference points shall be added to the candidate's total score on the preliminary promotion list. The Board of Fire and Police Commissioners shall then make adjustments to the rank order on the preliminary promotion list based on any veteran's preference points that have been awarded. The final promotion list shall then be posted on the bulletin board at each fire station listing in rank order from highest to lowest the scores of all candidates whose scores for all components of the promotional process and veteran's preference points, if any, are 70 or better.

**Section 19.9. Order of Selection.** Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or any other cause in the rank of Lieutenant or Captain, the Board of Fire and Police Commissioners shall appoint to that position the person with the highest ranking on the final promotional list for that rank, except that the Board of Fire and Police Commissioners, shall have the right to pass over that person and appoint the next highest ranked person on the list if the Board of Fire and Police Commissioners

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 Board of Fire and Police Commissioners 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 remediable, no person who is the highest ranking person 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 the provisions of the grievance and arbitration procedure set forth in Article IV of this Agreement; provided, however, any such grievance must be filed at Step 4 within three (3) calendar days of the date the employee is advised of the Board of Fire and Police Commissioners' reason for passing him/her over.

A vacancy shall be deemed to occur in a position covered by this Article 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 Lieutenant or Captain position is not filled due to the lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all Lieutenant and/or Captain positions vacated have been filled or for a period of five (5) years beginning from the date on which the position was vacated, whichever occurs first. 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 promotional list. Any candidate who refuses a promotion a second time shall be removed from the final promotion list, provided that such action shall not prejudice a person's opportunity to participate in future promotional processes.

**Section 19.10. Duration of Final Promotion List.** A final promotion list shall be effective for a period of two years from the date of its posting. The Board of Fire and Police Commissioners shall take all reasonable steps to ensure that a current eligibility list is maintained so that promotional vacancies that the corporate authorities have funded and authorized to be filled are filled not later than sixty (60) days after the occurrence of the vacancy.

**Section 19.11. Right of Review.** Any individual participant in the promotional process, or the Union at the request of such participant, 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 may file a grievance at Step 4 in accordance with the provisions of the grievance and arbitration procedure set forth in Article IV of this Agreement, subject to the following provisions:

- A. Any such grievance must be filed within three (3) calendar days of the date the final promotion list is posted.
- B. Except as provided in C. and D. immediately below, the grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the promotion process, other than the accuracy of the computations of the points awarded.
- C. If a candidate receives less than 8 of the points that can be awarded by the Fire Chief, the affected candidate can file a grievance. Any such grievance must be filed within seven (7) calendar days of a candidate's receipt of the Fire Chief's written evaluation and the written evaluations completed by the Fire Command Staff.
- D. If a candidate receives less than 70% of the maximum number of points that can be awarded by the Board of Fire and Police Commissioners, the affected candidate can file a grievance. Any such grievance must be filed within seven (7) calendar days of the posting of the points awarded by the Board of Fire and Police Commissioners.



If a timely grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant or acting Captain, whichever is applicable.

**ARTICLE XX**

**SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties will meet promptly and negotiate with respect to those provisions that have been rendered or declared unlawful, invalid or unenforceable.

## **ARTICLE XXI**

### **ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. Notwithstanding the above, the Union specifically does not waive and reserves its right to engage in impacts/effects bargaining unless the impact and/or effects are otherwise addressed in this Agreement.

## **ARTICLE XXII**

### **DRUG AND ALCOHOL TESTING**

The Village may require an employee to submit to urine and/or blood tests if the Village determines there is reasonable suspicion for such testing, and provides the employee with the basis for such suspicion in writing within 48 hours after the test is administered.

The Village shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining the proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive test result shall not be submitted to the Village unless a confirmatory test result is also positive as to the same sample. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

The results of any positive tests shall be made available to the Village. If an employee tests positive for the use of a proscribed drug (i.e., an illegal drug, contraband), the Village can take such action as the Village in its discretion deems appropriate. The first time an employee tests positive for substance abuse involving something other than a prescribed drug, the employee shall be required to enter and successfully complete the Village's Employee

Assistance Program (“EAP”) during which time the employee may be required to submit to random testing with the understanding that if the employee again tests positive the Village can take such action as the Village, at its discretion, deems appropriate. Notwithstanding the foregoing, the Village retains the right to take such action as the Village, in its discretion deems, appropriate if an employee consumes alcohol while on duty.

The illegal use, sale or possession of proscribed drugs at any time while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline including termination. All other issues relating to the testing process (e.g., whether there is reasonable suspicion for ordering an employee to submit to a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement. Except where there is imminent danger to the life of an employee or others, the administrator of the Village’s EAP shall maintain in strict confidentiality the fact that an employee has voluntarily sought assistance from the Village’s EAP. Seeking confidential assistance from the Village’s EAP shall not be grounds for disciplinary action.

**ARTICLE XXIII**

**DURATION AND TERM**

**Section 23.1. Term of Agreement.** This Agreement shall be effective as of May 1, 2020, unless otherwise specifically provided herein, and shall remain in full force and effect through the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to April 30, 2023, or at least sixty (60) days prior to April 30 in any succeeding year, that it desires to terminate or modify this Agreement.

**Section 23.2. Continuing Effect.** Notwithstanding any provision of this Article or agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedures are continuing for a new agreement or part thereof between the parties.

Agreed to on the date reflected by the signature timestamps below, by and between:

VILLAGE OF SCHAUMBURG

SCHAUMBURG PROFESSIONAL  
FIREFIGHTERS ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX A

### VARIANCES FROM STATUTORY IMPASSE PROCEDURE

In the event that the terms and conditions of a successor collective bargaining agreement cannot be resolved by negotiation, disputed items shall be resolved in accordance with the statutory impasse resolution procedures (Section 14 of the IPLRA), except that the parties agree to the following variances from statutory impasse procedures:

a) Selection Of The Chairman Of The Arbitration Panel. If either party serves a Demand For Interest Arbitration, the Chairman shall be selected by utilizing the procedures specified in Step 4 of Section 4.2 of Article IV (Grievance Procedure) of this agreement. The parties may mutually agree to waive the statutory requirement for a tripartite panel.

b) Issues In Dispute and Final Offers. Within seven (7) calendar days of the service of a demand that the arbitrator selection process commence, the representatives of the parties shall meet and develop a written list of those issues that are in dispute. Unless the parties agree to a different time frame, not later than fourteen (14) days prior to the arbitration hearing the representatives shall prepare a Stipulation Of Issues In Dispute for each party to then execute.

c) Last Offers of Settlement Prior to Interest Arbitration. Unless the parties agree to a different time frame, not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written last offers of settlement prior to arbitration as to each issue in dispute as shown on the Stipulation Of Issues In Dispute.

The foregoing shall not preclude the parties from mutually agreeing to resolve any or all of the issues identified as being in dispute through further collective bargaining or by modifying their last offers as provided by § 14(g) of the Act.

d) Conduct Of Hearings. The parties agree that all arbitration hearings shall be held in the Village of Schaumburg, Illinois at a mutually agreed location. Hearings may be conducted outside the Village of Schaumburg only by written mutual agreement.

## APPENDIX B

### ESSENTIAL JOB FUNCTIONS TESTING

#### **Purpose:**

- To provide an objective means of ensuring that all members of the Schaumburg Fire Department are able to meet the physical demands of fire suppression and rescue operations.
- To determine the competence of employees in relation to their performance of the essential job functions.

#### **Procedure:**

- This procedure shall apply to Captains assigned to fire companies, Lieutenants, and Firefighters assigned to the Operations Division.
- The Essential Job Function Test (EJFT) as described herein shall be incorporated into the monthly training schedule by the Training Coordinator. Personnel shall be required to challenge the skills as specified in the monthly training bulletin.
- The Essential Job Function skills shall be conducted, evaluated, recorded, and submitted by the company officer, shift commander, or training coordinator who is supervising the training session.
- Each individual's test results shall be recorded in the Monthly Training Report.
- Individuals that miss any scheduled EJFT skill reviews due to vacation, paid or unpaid leave, duty injury, or administrative duty shall complete those missed skill reviews as deemed necessary by the employee's company officer and the shift commander of the shift to which the employee is assigned. If more than three (3) scheduled EJFT skill reviews are missed, the Training Coordinator shall also participate in the establishment of a schedule to make up the missed EJFT skill reviews.

#### **Failure:**

##### **1. First Failure**

- Failure to successfully complete any portion of the Essential Job Function Test within 30 days after the initial attempt shall constitute the employee's first failure.
- Notification shall be made to the training coordinator, shift commander assigned to employee's shift, and the Deputy Chief of Operations for the purpose of determining the need for individual counseling, training, and/or medical evaluation.

##### **2. Second Failure**

- Failure to retake or pass a portion of the skill review previously failed within 60 days after the date of the first failure shall result in the employee's second failure.

##### **3. Third Failure**

- Failure to retake or pass the test within 90 days after the second attempt will result in the employee's third failure.



- After employee's third failure, he/she shall be placed on non-active duty leave. While on non-active duty leave, the employee may remain in pay status through the use of compensatory time, sick time if it meets village criteria for use of sick time, and/or accumulated vacation leave, if any.
- After being placed on non-active duty leave, the employee may retake the previously failed EJFT skill review a fourth time within a period not to exceed 30 calendar days.
- If the firefighter passes the portion(s) of the skill review that he/she had previously failed, they shall be returned to active duty status.

#### **4. Fourth Failure**

- Unless the employee resigns or retires (either normal or disability retirement), failure to take the test the fourth time or failure to pass the skill review the fourth time shall constitute grounds for seeking the employee's termination through proceedings before the Village of Schaumburg Board of Fire and Police Commissioners.

#### **Time Intervals Between Retests Due to Medical Treatment:**

- The time intervals for the completion of failed portions of the Essential Job Function Test as provided in first, second, and third failure may be superseded by the Fire Chief based on a statement submitted by the employee's physician that the employee is receiving treatment to enable the employee to successfully pass the previously failed sections(s) of the test and that the employee needs more time to complete the treatment.
- The Village retains the right to have the employee examined by its own physician.

#### **General Provisions:**

- Safety shall be emphasized and all established safety practices and procedures shall be strictly followed.
- The EJFT skills can be performed in any sequence. Since it is likely that the monthly training schedule may change from year to year, the order of the twelve (12) EJFT skills may also change.
- Employees who are unsuccessful at one or more stations shall be encouraged to proceed and attempt to complete any remaining stations that may be scheduled on that date.
- Unsuccessful EJFT skill reviews can be challenged repeatedly in the presence of an authorized proctor as designated by the Fire Chief, within the allotted time constraints of a first, second, and third failure.

#### **General Description:**

The following is a description of the Essential Job Function test for the Schaumburg Fire Department. The test is designed to confirm the firefighter's ability to perform functions likely to be encountered by the firefighting and EMS personnel. Each station simulates a task routinely performed by Schaumburg Firefighters. The general instructions for completing each task are as follows:

- A proctor will accompany each firefighter through each EJFT station. This proctor will monitor the firefighter's success or failure at each station.
- Safety will be emphasized. Firefighters must complete each portion of the test as directed. Firefighters who attempt to perform a portion of the test improperly will be stopped, corrected, and directed to retake the entire skill review.

- Each skill review shall be scored on a pass/fail basis. A review shall be successfully passed if it is completed in a safe and timely manner and in accordance with prescribed departmental policy or procedure.
- No portion of the test is timed. Firefighters must walk throughout the test (no running).

**Where full personal protective equipment (PPE) is specified, the following equipment shall be worn:**

- Helmet
- Turnout coat and bunker pants
- Firefighting boots
- Gloves

**Where self-contained breathing apparatus (SCBA) is specified, the following equipment shall be worn:**

- Completed harness assembly with a 30-minute air cylinder secured to it.
- The SCBA harness shall be properly donned, adjusted, and secured.

**Where a face piece assembly is specified, the following equipment shall be worn:**

- When the face piece assembly is worn, the air supply regulator shall be attached so that the participant is breathing air supplied from the breathing air cylinder.

**Test #1-SCBA Donning:**

- Full PPE shall be worn.
- With the SCBA harness on the floor in a position ready to use, the firefighter shall:
- Quickly don the SCBA harness using proper procedures.
- Don the face piece, connect to the harness, and flow air from the SCBA cylinder.
- Activate the emergency bypass valve.
- Remove the SCBA face piece and harness and return to a ready position.

**Test #2-SCBA Donning:**

- Full PPE and SCBA shall be worn. The SCBA face piece shall be covered or blacked out while performing this task.
- Three lengths of hose shall be coupled together to form a 150-foot long hose line that shall be followed by the participant.
- The firefighter will be assisted in donning a blacked out, self-contained breathing apparatus face piece. He/she will then be directed to the end of the hose line to be followed throughout the course. The firefighter shall maintain contact with the hose line while crawling through the course to the end of the hose line. The firefighter must remain on their hands and knees throughout the entire course. The participant shall fail if an attempt is made to stand or remove their face piece during the course.

**Test #3-Stretcher Raise/Lower:**

- A stretcher and 145 pounds of weight will be used for this test. The weight shall be secured to the stretcher.
- The test shall be performed in normal station attire.

- Two firefighters shall raise the stretcher from the floor level position to the highest locked position. The same firefighters shall then lower the stretcher from the raised position back down to the floor level position.

**Test #4-Hose Drag:**

- Full PPE and SCBA (without face pieces) shall be worn.
- A 50-foot length of dry 3-inch diameter hose or a 100-foot long dry 2 ½ inch diameter hose line shall be used. A marked distance of 200 feet shall be measured.
- At the starting point, the firefighter shall place the end of the hose over either shoulder and drag the hose a distance of 200 feet to the finish point.

**Test #5-Fire Hose Roll:**

- Full PPE shall be worn. No SCBA will be worn during this evolution.
- A 50-foot length of three-inch diameter hose shall be used for this station.
- The participant shall kneel at the end of a length of hose with the male threaded coupling, roll the length of hose, and lay the rolled hose on its side.
- The hose will be considered rolled when the female end of the hose has been reached and the rolled length of hose is laid on its side.

**Test #6-Stair Climb with Hose:**

- Full PPE and SCBA (without face piece) shall be worn.
- While carrying one 1 ¾ inch diameter high-rise hose pack, the firefighter shall:
- Ascend three flights of stairs without stopping.
- Descend three flights of stairs without stopping.

**Test #7-Coupling To and Operating a Fire Hydrant:**

- Full PPE and SCBA (without face piece) shall be worn.
- The engine's front soft suction intake hose and a functioning fire hydrant shall be used for this task.
- The soft suction intake hose shall be coupled to the 4 inch diameter outlet on the fire hydrant.
- The hydrant shall then be fully opened.
- Once fully open, the hydrant shall then be closed and drained, and the soft suction hose uncoupled from the hydrant.

**Test #8-Ladder Carry:**

- Full PPE and SCBA (without face piece) shall be worn.
- A 14-foot roof ladder shall be used for this evolution.
- The firefighter shall pick up the ladder that has been placed upon the ground.
- The ladder shall then be carried a distance of at least ten feet to an area where it will be raised.  
While carrying the ladder, the firefighter must avoid striking the ground or other objects with the ends of the ladder.

Note: *Any IFSTA one-firefighter single ladder raising technique may be used by the participant.*

**Test #9-Ladder Climb:**

- Full PPE and SCBA (without face piece) shall be worn.
- A 24-foot ladder shall be raised to a suitable roof for this activity.
- The firefighter shall climb the ladder to a height of at least 20 feet and then descend down the ladder to ground level.

**Test #10-Equipment Lift:**

- Full PPE and SCBA (without face piece) shall be worn.
- A 14-foot, 20-foot, or 24-foot ladder shall be raised to a suitable roof of a building.
- A firefighter shall ascend the ladder to the roof of the building while carrying an ax and pike pole.
- The ax and pike pole shall be placed on the roof and the firefighter shall then descend the ladder to ground level.
- The firefighter shall then bring a power saw to the roof of the building either by carrying it in hand or by the use of a sling.
- The process shall then be performed in reverse order to return the power saw, ax, and pike pole to ground level.

**Test #11-Body Drag:**

- Full PPE and SCBA (without face piece) shall be worn.
- A 145 lb. Rescue mannequin shall be used.
- A start and finish line forty feet apart shall be marked.
- The firefighter shall use any accepted practice to grasp the rescue mannequin at the starting point.
- The rescue mannequin shall then be dragged past the finish line.

**Test #12-Sledge Hammer Swing:**

- Full PPE and SCBA (without face piece) shall be worn.
- A 10-pound sledgehammer and the forcible entry, training simulator shall be used.
- The firefighter shall swing the hammer and strike the target ten times. Overhead swings shall not be used.

## **Physical Fitness Program**

**Goal:** To obtain 100% participation of line personnel in a structured, voluntary, fitness for duty program that improves cardiopulmonary function (aerobic efficiency) and lowers incidents of musculo-skeletal injuries (flexibility and strength). Individuals opting not to participate in the fitness program are still subject to participation in the Essential Job Functions Test.

**Criteria:** Operations personnel will be assisted in maintaining a relatively high level of physical ability to effectively and safely operate under the conditions inherent to the nature and intensity of the tasks and hazards of firefighting. At the discretion of the company officer, within guidelines established by the Fire Chief, and when duties are complete (roll call, house duties, apparatus and equipment check, training, if scheduled for the a.m., etc.), physical training may commence. Injuries occurring due to participation in this program are subject to the same benefits allowed for any work-related injury.

**Program Guidelines:** The fitness program will be the administrative responsibility of the Training Captain, with the assistance of the Fitness Coordinators. The following criteria provides the procedures for maintaining fitness objectives of operations personnel.

### **I. Fitness Coordinators**

#### **A. Selection**

1. Coordinators will be selected upon recommendation by the Union with approval of the Fire Chief. There will be a minimum of one Fitness Coordinator assigned per shift.

#### **B. Responsibilities**

1. Fitness Coordinators are required to achieve and maintain necessary certification, i.e. ACE, ACE/IAFF or other similar program certification.
2. Preparation of budget proposals related to the fitness program.
3. Develop and submit objectives for monthly training schedule.
4. Provide instructive materials to personnel, and complete administrative documentation as required.
5. Supervise groups and individuals to assist in attainment of fitness objectives by use of training sessions or other methods of assistance.

**APPENDIX C**  
**FIRE CHIEF'S EVALUATION INSTRUMENT**

| Strength | Weakness | NAME    | Cand 1 | Cand 2 | Cand 3 | Cand 4 | Cand 5 | Cand 6 | Cand 7 | Cand 8 | Cand 9 | Cand 10 | Cand 11 |
|----------|----------|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
|          |          | Cand 1  | 0      |        |        |        |        |        |        |        |        |         |         |
|          |          | Cand 2  |        | 0      |        |        |        |        |        |        |        |         |         |
|          |          | Cand 3  |        |        | 0      |        |        |        |        |        |        |         |         |
|          |          | Cand 4  |        |        |        | 0      |        |        |        |        |        |         |         |
|          |          | Cand 5  |        |        |        |        | 0      |        |        |        |        |         |         |
|          |          | Cand 6  |        |        |        |        |        | 0      |        |        |        |         |         |
|          |          | Cand 7  |        |        |        |        |        |        | 0      |        |        |         |         |
|          |          | Cand 8  |        |        |        |        |        |        |        | 0      |        |         |         |
|          |          | Cand 9  |        |        |        |        |        |        |        |        | 0      |         |         |
|          |          | Cand 10 |        |        |        |        |        |        |        |        |        | 0       |         |
|          |          | Cand 11 |        |        |        |        |        |        |        |        |        |         | 0       |

The formula used to calculate the Chief's points using the forced matrix is:  $8 + (((\text{total number of votes}) / (\text{total number of candidates} - 1)) * (7))$

## **APPENDIX D**

### **SECTION 15.4—ADDITIONAL QUARTERMASTER SYSTEM ITEMS**

- Vertex polo shirt dark navy with Coldblack technology and Schaumburg Fire Department appropriate identifications
- Flexfit baseball cap/polyester and wool with Schaumburg Fire Department appropriate identification

**APPENDIX E**

**CURRENT LIST OF 40 HOUR OR LONGER OFFICE OF  
STATE FIRE MARSHAL COURSES\***

**\*Please reference the Office of the State Fire Marshal's website for the most current listing of training courses at [www.sfm.illinois.gov/Fire-Service/FIREFIGHTER-TRAINING/Certification](http://www.sfm.illinois.gov/Fire-Service/FIREFIGHTER-TRAINING/Certification)**



**APPENDIX F:**  
**SCHAUMBURG HEALTH RISK REDUCTION PROGRAM**

Age group 30, 35, 40-49, and 50 and older (On-site visits & Blood Draws)

- Include additional individuals based on MD recommendation
- Target date to start blood draw is December of each year
- Target date to start physicals is in January of each year
- Target date to complete program is end of April each year
- New Employee Base Line Physical at time of employment

Base Line Physicals include:

Vision Screening

Hearing Test

Spirometry

Stress Test

Blood Work

Urine Test (for protein levels)

Respiratory questionnaires for entire sworn department

TB testing for entire sworn department

Placement will be coordinated with the on-site blood draw

Onsite blood draw

Schedule 3 consecutive mornings from 0730 until 0930 (7 am set up)

Will require two MA's

Readings at fire department by trained readers

Cardiac Scans

One scan per employee 's career, can begin at 40 years of age (not performed if older than 60)

50 > years of age

PSA 40 - 50 if family history or risk factors so indicate

Appointments

- To be scheduled at 09:00 and 13:30
- Haz Mat physicals will also be performed on all active team members

## Stress Tests

- 40, 45 and every year after 50
- Others as indicated by physician

## Stress Echocardiograms

- Those who have had a false positive stress test
- Others as indicated by physician

## EKG's

40 - 50 with good history, no risk factors , no stress test, as indicated by physician

S I D E   L E T T E R

No change in the minimum staffing level of the Schaumburg Fire Department established on September 17, 1986, shall be made or implemented unless such change has first been discussed at a Labor-Management Committee meeting.

This side letter shall not be part of the parties collective bargaining agreement. By agreeing to this side letter, the Village is not in any way waiving its position that the subject of minimum staffing is not a mandatory subject of bargaining. By agreeing to this side letter, the Association is not necessarily agreeing to the minimum staffing policy issued on September 17, 1986.

VILLAGE OF SCHAUMBURG

SCHAUMBURG PROFESSIONAL  
FIREFIGHTERS ASSOCIATION

By 

By 

Date: October 23, 1990