



AGREEMENT



VILLAGE OF SCHILLER PARK

&

SCHILLER PARK FIREFIGHTERS LOCAL 5230, I.A.F.F., AFL- CIO

MAY 1st, 2025 - APRIL 30th, 2031

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ARTICLE I.
PREAMBLE

This Collective Bargaining Agreement (“Agreement”) is entered into by and between the Village of Schiller Park, Cook County, Illinois (hereinafter referred to as “Employer” or “Village”) and the Schille Park Firefighters, Local 5230, I.A.F.F., AFL-CIO (hereinafter referred to as the “Union”).

This Agreement has as its basic purpose the promotion of harmonious relations between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the Village; the establishment of a peaceful procedure for the resolution of grievances; and the establishment and administration of an Agreement covering wages, rates of pay, hours of work, and terms and conditions of employment applicable to covered Full-Time Sworn Bargaining Unit Members during the terms of this Agreement.

Therefore, in consideration of the mutual promises and Agreements continued in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE II.
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all Full-Time Sworn Bargaining Unit Members of the Village of Schiller Park Fire Department in the titles of Firefighter Paramedic and Lieutenant Paramedic, but excluding all employees who are regularly assigned by the Fire Chief to the position of Battalion Chief, all civilian personnel, all part-time and paid-on-call employees, all contract employees, and all supervisory, confidential, and managerial employees as defined by the Illinois Public Labor Relations Act as amended.

ARTICLE III.
DEFINITION OF DEPARTMENT EMPLOYEES

Within this Agreement and the Articles and Sections contained within in, it is understood that the term “Bargaining Unit Member” shall refer to any non-dues and dues paying individuals who are members of the Schiller Park Firefighters, Local 5230, I.A.F.F., AFL-CIO collective bargaining unit and Union, while the term “Full-Time Sworn Personnel” shall refer to any

individual(s) who are sworn, full-time members of the Schiller Park Fire Department (i.e. Bargaining Unit Members and Battalion Chiefs).

ARTICLE IV.
LOCAL UNION SECURITY

Section 4.1. Dues Check-Off.

Upon receipt of a lawful written voluntary form signed by a Bargaining Unit Member, the Employer shall deduct from the wages of the Bargaining Unit Member the dues and initiation fees required as a condition of membership in the Union and shall forward such amount to the Union within ten (10) calendar days after close of the pay period for which deductions are made. The amount deducted shall be set by the Union and certified to the Employer by the Union. Any change in voluntary dues deduction amount(s) must be submitted to the Village's Payroll Department in writing at least ten (10) days in advance of the payroll date in which it is to be effective. A Bargaining Unit Member's voluntary written dues deduction authorization form may be revoked by the Bargaining Unit Member as provided by law.

Section 4.2. Duty of Fair Representation.

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all covered Bargaining Unit Members in the Collective Bargaining Unit regardless of their Local Union membership status. The Union agrees to indemnify and hold harmless the Employer from any and all liability, including monetary damages and attorney's fees, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 4.3. Indemnification.

The Union shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents, and employees from and against any and all claims, demands, actions, complaints, suits, judgments, or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article or in reliance on any written checkoff or dues deduction authorization furnished under any of the provisions of this Article. The Employer shall have the right to select its own counsel to enforce its rights under this Article IV, which counsel will be paid for by the Union.

Section 4.4. Union Orientation for New Hires.

The Union will be allowed to meet with newly hired Bargaining Unit Members for up to one (1) hour within the first two (2) weeks of the newly hired Bargaining Unit Member's employment.

Section 4.5. Distribution of the Contract by Union.

A copy of this Contract shall be distributed to all current Bargaining Unit Members and all new hires during the term of the Agreement by the Union and at the expense of the Union.

Section 4.6. Union Representatives.

The names of the Bargaining Unit Members currently selected as Union officers and/or representatives, and other non-employed Union representatives shall be presented in writing to the Village by the Union.

Section 4.7. Access to Work Sites by Union Representatives.

The Employer agrees that a representative from the Union or legal counsel for the Union shall have reasonable access to the premises of the Employer after obtaining permission from the Fire Chief or his/her designee.

**ARTICLE V.
MANAGEMENT RIGHTS**

The Union recognizes and agrees that the Employer has the complete and exclusive authority over policies and administration of the Fire Department, which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including all statutory and inherent managerial rights, prerogative, and functions. Any matter involving the management of Department operations except as expressly modified or restricted by a specific provision of this Agreement remains within the exclusive province of the Employer. Such rights include but are not limited to the following:

- i. 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, and to determine the competence and qualifications

- of the employees.
- ii. To determine the methods, means, and number of personnel and location where the operations of the Village are to be conducted.
 - iii. To take whatever action may be necessary in situations of emergency. An emergency includes, but is not limited to, riots, civil disasters, presidential visits, pandemics, extreme illnesses or acts of God, or the like. If the aforementioned occurs, the off-going shift must remain to cover the shift. Meanwhile, a call-back will be initiated. If off- duty members arrive, the off-going shift will be relieved of duty. If the call-back list is depleted, the Chief or their designee has the authority to mandate the off-going shift to stay and cover the station through the bargained-for force-back policy.
 - iv. To hire, promote, transfer, and lay off employees, subject to the jurisdiction of the Village's Board of Fire and Police Commissioners ("BFPC").
 - v. To suspend, demote, or discharge employees for just cause (probationary employees with or without just cause).
 - vi. To establish or alter the number of shifts, hours of work, work schedule, methods, or processes.
 - vii. To schedule overtime work when necessary or required.
 - viii. 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.
 - ix. To make and alter rules and regulations for the conduct of its business and of its employees.
 - x. To determine the number, type, and kind of equipment, apparatus, and uniforms to be purchased, repaired, led, and/or used by covered employees.

ARTICLE VI.
DISCRIMINATION

Section 6.1 Generally.

The Village and Union agree that this Agreement shall be administered without discrimination against any Bargaining Unit Member on the basis of Race, Color, Sex, Age, Disability, Veteran's Status, National Origin, Marital Status (including Civil Union), Sexual Orientation, Gender Identity, Pregnancy or Pregnancy-related medical conditions, Union Membership status, or any other legally protected status in accordance with standards as defined in applicable state and federal law. Other than alleged discrimination based on Union Membership status, any dispute concerning the interpretation and application of this Article VI shall be processed through the appropriate federal or state agency or court other than through the grievance procedure set forth in this Agreement.

Section 6.2 Americans with Disabilities Act (ADA).

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 and the ADA Amendments Act ("ADA").

Section 6.3. Gender.

Whenever the male gender is used in this Agreement, it shall be construed to include all genders.

ARTICLE VII.
MANNING

Section 7.1. Minimum Shift Manning.

The minimum daily Fire Department shift manning shall consist of four (4) Bargaining Unit Members and one (1) Full-Time Sworn Personnel. In the event that the minimum daily shift manning falls below five (5) Full-Time Sworn Personnel, then that vacant position(s) shall be filled via overtime, by a Full-Time Sworn Personnel Member(s) in accordance with the Callback and Force Back sections contained within this Article.

Subsection 7.1.1. Minimum Overall Department & Shift Staffing Insurance.

The parties stipulate and agree that the minimum overall Department staffing level and the apparatus staffing are permissive subjects of bargaining within the meaning of the Illinois Public Labor Relations Act, 5 ILCS 315 (2016), as amended (Act).

If the overall Department staffing level falls below twenty-two (22) Full-Time Sworn Personnel due to a vacancy that arises after the ratification date of this Agreement and during the remaining term of this Agreement:

- i. The Employer will use its best efforts to fill a new vacant position by either urging the Village's BFPC to hire off the current list or if no current list is in place, the Village agrees to take all reasonable and necessary steps to help ensure that the BFPC will establish such a list without delay from which they can hire for a future vacancy without delay.
- ii. If the position remains vacant for one (1) year (365 calendar days) or more from the time of vacancy, the Employer agrees to pay double time to the full-time sworn personnel member (s) assigned to fill the vacant overtime shift until the vacancy is filled.

The Parties acknowledge and agree that there is nothing in this Section 7.1.1 that limits or restricts the Employer's rights in 5 ILCS 315/14(i) as the subject of overall Departmental staffing is excluded from topics that can be sent to interest arbitration after this Agreement expires. These terms can be extended by mutual agreement of the parties during good-faith bargaining for a successor Agreement. A "vacancy" does not exist if a Full-Time Sworn Personnel Member is unable or unwilling to work for reasons other than a permanent separation of employment for a Full-Time Sworn Personnel Member after the ratification date of this Agreement and prior to 4/30/2031. Finally, the parties agree and acknowledge that the reference to twenty-two (22) Full-Time Sworn Personnel is not applicable except for the limited purpose of determining when (or if) the obligations of the Village in subsections (i) and (ii) of Section 7.1.1 have been triggered during the term of this Agreement.

Section 7.2. Apparatus Staffing.

The parties agree that the Employer will develop and distribute a Standard Operating Guideline (S.O.G.) related to apparatus staffing. If the Fire Chief or his/her designee believes that

changes to the S.O.G. are necessary in the future, the Fire Chief (or his/her designee) will first meet and bargain the proposed changes with the Union Bargaining Team before the revised S.O.G. is effective. The parties agree that the minimum apparatus staffing shall be as follows:

- a. Engine 5/ Truck 5- Two (2) Full Time Sworn Personnel
- b. Ambulance 5/ Truck 5- Two (2) Full Time Sworn Personnel
- c. Battalion 5- One (1) Full Time Sworn Personnel

Section 7.3. Promotion to Battalion Chief.

The Fire Chief shall make appointments to the rank of Battalion Chief only from the rank of Lieutenant Paramedics at the time of said vacancy.

Section 7.4: Use of Supplemental Employees.

In the event the Village of Schiller Park employs twenty-seven (27) full-time sworn personnel (which includes one (1) Battalion Chief/ Paramedic, one (1) Lieutenant/ Paramedic, and seven (7) Firefighter/Paramedics permanently assigned per shift), the use of supplemental employees will be permitted by the Village of Schiller Park. However, if the department falls below the above staffing model, the Village of Schiller Park will not employ or contract out any volunteer, civilian, private, and/or contracted ambulance service to provide emergency or non-emergency EMS/medical services. The Village also agrees that it shall not employ or contract out any civilian, private, volunteer, part-time, and/or paid-on-call personnel for fire suppression services. At no time does the bargaining unit waive its rights under the 'Fire Substitution Act' 65 ILCS 5/10-2.1-4 of the Illinois Municipal Code.

In the event that supplemental part-time paramedics are employed, the following terms will apply for the use of supplemental part-time paramedics:

1. Only one part-time paramedic will be allowed per shift.
2. Part-time paramedics will only be allowed on the front running ambulance.
3. Part-time paramedics must have three (3) years of experience as a Paramedic.
4. Part-time Paramedics will not be subject to overtime, force backs, or callbacks.
5. If the department staffing falls below twenty-seven (27) full-time sworn personnel, the use of part-time paramedics will be suspended until it returns to twenty-seven (27) full-time sworn personnel.

6. A maximum of 12 Part-time paramedics will be employed at a time.
7. Part-time paramedics are required to work at least one 24-hour shift per month unless granted a leave of absence by the Chief or their designee. Failure to meet this requirement will result in an employment review by the Fire Chief or their designee.
8. Part-time paramedics must report to shift at 0800.
9. Part-time Paramedics will not be permitted to engage in any fire suppression or be allowed on any fire apparatus at any time.
10. In the event that a Full-Time Personnel calls in sick, uses paid time off, or takes a leave of absence, Part-Time Paramedics shall not be employed to substitute for a Full-Time Sworn Member, in compliance with the 'Fire Substitution Act' (65 ILCS 5/10-2.1-4) of the Illinois Municipal Code.
11. To utilize a part-time paramedic, there must be a minimum of one (1) Battalion Chief/Acting Battalion Chief, one (1) Lieutenant/Acting Lieutenant, and (5) five Firefighter-Paramedics at the beginning of every 24-hour shift.

Section 7.5. Other AFFI/IAFF Members.

At no time will any International Association of Fire Fighters (IAFF)/Associated Firefighters of Illinois (AFFI) member be permitted to work part-time for the Schiller Park Fire Department, except through the approved Silver-Spanner program, in accordance with the Local 5230 Constitution and By-Laws.

Section 7.6. Reduction of Staffing Through Attrition.

If the need arises to reduce the department staffing to twenty-two (22) Full Time Sworn Personnel members, the reduction in staffing will be achieved solely through attrition. The reduction in staffing through attrition will remain in effect until the Employer (Village of Schiller Park) contractually agrees to raise the minimum staffing to six (6) Full-Time Sworn Personnel per shift (one (1) Battalion Chief, one (1) Lieutenant, and (4) four Firefighter-Paramedics) and thereafter, this provision is void. Should the Employer (Village of Schiller Park) agree to raise the minimum staffing contractually to six (6) Full-Time Sworn Personnel per shift (one (1) Battalion Chief, one (1) Lieutenant, and (4) four Firefighter-Paramedics), then the layoff language in Section 12.4 shall immediately apply.

Section 7.7. Callback.

When Fire Department staffing falls below the minimum shift manning requirements for Full-Time Sworn Personnel, as referenced in Section 7.1, the following procedure shall be followed until the staffing vacancy is filled:

- i. The Shift Officer will see that the Callback Staffing program is activated until a Full-Time Sworn Personnel Member accepts the overtime, or the list is exhausted.
- ii. A minimum of 5 minutes will be given to each member to respond when time allows.
- iii. Any Full-Time Sworn Personnel who is scheduled to be on an approved leave of absence from the Fire Department shall have the right to request to exempt him/herself from the active Callback List and, subsequently, shall maintain his/her current ranking on the Callback List with approval by the Fire Chief.
- iv. The Full-Time Sworn Personnel of the off-going shift who is ranked first on the Force Back List shall be required to remain on-duty until 0800 hours in the event a force back is mandated or until the vacancy is filled – whichever is later.
- v. When coverage is needed for periods of eight (8) hours or more, the Callback Staffing program will be used.
- vi. When coverage is needed for periods of less than eight (8) hours, the Shift Officer may ask the off-going Full-Time Sworn Personnel to cover the oncoming shift's vacancy. If no off-going Full-Time Sworn Personnel accepts, the Callback Staffing program will be used.
- vii. If coverage is unable to be obtained through the above steps, force back of an off-going Full-Time Sworn Personnel Member shall occur as outlined in Section 7.9.
- viii. If a Full-Time Sworn Personnel Member believes he/she was mistakenly passed over and missed an opportunity for overtime, he/she may bring the matter to the attention of the Shift Officer, along with any documentation to support his/her assertion. After reviewing the documentation, the Shift Officer will determine if the claim has merit and, if so, will recommend to the Fire Chief that the Full-Time Sworn Personnel Member's position on the Callback List be restored accordingly. In the event of an error in the application of this Section, the sole remedy to an affected

Full-Time Sworn Personnel Member is to receive preference on the next callback opportunity.

- ix. Only Full-Time Sworn Personnel shall be eligible for callback.

Section 7.8. Force Back.

Subsection 7.8.1. General.

A Force Back list shall be maintained and utilized in the event that a scheduled Full-Time Sworn Personnel Member of an oncoming shift is unable to work all or part of said shift, thus leaving the oncoming shift below the minimum shift manning requirements.

Subsection 7.8.2. Policy.

The Shift Officer may force back Full-Time Sworn Personnel who are working the off-going shift if needed to meet minimum shift manning requirements. Once Full-Time Sworn Personnel are made aware that he/she is being forced back, he/she may obtain a qualified replacement from among all Full-Time Sworn Personnel to work the hours designated by the Shift Officer, subject to the Shift Officer's approval. If the Full-Time Sworn Personnel Member finds a qualified replacement and has not worked for at least eight (8) hours under the force back, he/she is not removed from his/her current position on the Force Back List. The Full-Time Sworn Personnel who works at least eight (8) hours of a force back will be placed at the bottom of the Force Back List. The following guidelines shall be used when initiating a force back:

- i. If an Officer's scheduled or unscheduled absence leaves the oncoming shift without an Officer on duty, an Officer will be called until one is found to work the shift. The parties agree to develop a rotating Force Back list in the event that no officer accepts the callback. In this event, an officer from the off-going shift will be forced back to work the subsequent shift. This process will commence with the officer possessing the least seniority being forced back. The officer being forced back will then be placed at the bottom of the applicable Force-Back list. Thereafter, the Force-Back list will rotate with the next officer with the least seniority being called upon to work. If there is another Officer scheduled to be on duty, normal procedures for Callback will be followed.
- ii. A rotating Force Backlist will start from the Full-Time Sworn Personnel Member

with the least amount of seniority, to the Full-Time Sworn Personnel Member with the greatest amount of seniority on that respective shift. The selection of a Member to be forced back, if necessary, will continue in this manner until the shift is covered.

- iii. Only Full-Time Sworn Personnel assigned to the off-going shift fall under the Force Back policy for a vacancy on the oncoming shift. However, any Full-Time Sworn Personnel assigned to the off-going shift due to an overtime assignment shall be exempt from being forced back.
- iv. Force Back lists shall be updated as needed and posted at all times.
- v. The Force Back policy is only applicable to Full-Time Sworn Personnel.
- vi. In the event that a force back of Full-Time Sworn Personnel would result in said Member working more than seventy-two (72) consecutive hours on shift, that Member shall be exempt from being forced back.
- vii. A Force Backlist will be established for each respective shift. The only time any modifications will be made to the Force Backlist will be in the event of shift changes. For the Members who are reassigned, they will be placed on that shift's Force Back list according to their ranking on their previous shift's list. In the event that no one on that shift has been forced back, the Force Backlist will be based on seniority, with the least senior Full-Time sworn Personnel person being forced back first, and so on in inverse seniority.

ARTICLE VIII. **HOURS OF WORK & OVERTIME**

Section 8.1. Purpose.

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

Section 8.2. Normal Work Shift.

The normal “work shift” for Full-Time Sworn Personnel assigned to twenty-four (24) hour shifts shall be twenty-four (24) consecutive hours of duty (one shift) followed by forty-eight (48)

consecutive hours off duty. The total hours worked per fiscal year, including any and all benefit time, which shall include Sick Leave (except for the first twenty-four (24) hours of Sick Leave in each twenty-seven (27) day work cycle), shall count towards hours of work for overtime purposes (2,598 hours per year). The hours of work for overtime purposes shall be 2,598 hours per year.

Section 8.3. Normal Workday Hours.

The normal “workday” shall be with roll call at 0800 hours and end at 1600 hours. This will be at 1200 hours on Saturday and at 1100 hours on Sunday. However, if the on-duty Shift Officer deems that all daily duties, responsibilities, and assignments have been completed satisfactorily before the designated end time, he/she may declare that the workday has ended. All Full-Time Sworn Personnel scheduled to be on duty will be at the designated roll call at 0800 hours. Any Full-Time Sworn Personnel not present at this time will be considered late or absent from duty. In the absence of an on-duty Battalion Chief, the on-duty Lieutenant Paramedic will report at 0745 hours to use this time to receive and communicate any information necessary for the efficient operation of the Fire Department and of the shift. Any on-duty Full-Time Sworn Personnel wishing to be relieved of duty prior to 0800 hours must obtain approval from the Shift Officer and obtain appropriate coverage for his/her assigned position. Full-time sworn Personnel will not be allowed to work more than seventy-two (72) consecutive hours on shift unless the Chief or his/her designee needs to fill a vacant position to meet the department's staffing needs and all other options to fill the shift have been exhausted. In the event that a Full-Time Sworn Personnel Member is on shift for seventy-two (72) consecutive hours, he/she will be required to be off shift for a minimum of twelve hours (12) before they can return to duty. Furthermore, they will be exempt from any forcebacks or callbacks and will retain his/her spot on the respective list.

Section 8.4. Overtime Rate.

Full-Time Sworn Personnel shall receive overtime pay or compensation time at the rate of time and one-half their straight normal hourly rate for all hours of work performed beyond their normally scheduled hours in either a work day or a work period. Overtime shall be rounded to the next fifteen (15) minute increment. Work “performed beyond their normally scheduled hours” shall include, but not be limited to, the following: Fire Prevention Bureau work duties, public education, and special events; off-duty medical exams (ordered by the Fire Department); approved classes and/or training; special training exercises; drill instruction and preparation; administrative work;

and/ or project hours.

Section 8.5. Acting Officer.

A Bargaining Unit Member must have the minimum requirements as defined by this Section to “act up” as a Lieutenant Paramedic. Determination of which Bargaining Unit Member fills an Acting Lieutenant position will be made in the following order:

- i. The on-duty Bargaining Unit Member with the highest ranking on the current final promotional list. Then, if this is not applicable,
- ii. The on-duty Bargaining Unit Member with the most seniority who also holds the Office of State Fire Marshall (OSFM) Company Fire Officer (CoFO) certification or any equivalent successor certification to CoFo will be considered. Then, if this is not applicable,
- iii. The most senior Bargaining Unit Member.

All Bargaining Unit Members assigned to acting positions, either Acting Lieutenant Paramedic or Acting Battalion Chief, shall receive two (2) hours of straight-time pay for each twenty-four (24) hour shift worked in the acting position. Pay for less than twenty-four (24) hours acting up in a shift shall be prorated.

Section 8.6. Light Duty.

All light duty assignments for on- or off-duty illness and/or injury, upon authorization from a physician shall have the Full-Time Sworn Personnel perform duties under the direct supervision of the Fire Chief or his/her designee. An affected Full-Time Sworn Personnel Member, upon authorization of the member’s physician, may be assigned one of the following work options when, based on the operational needs of the Employer, light-duty work is available and needs to be performed:

- i. Eight (8) hour workday (forty (40) hour work week) from 0800-1600, Monday through Friday, or
- ii. Twelve (12) hour workday from 0800-2000 three (3) days out of the workweek.
- iii. If neither (i) or (ii) satisfactorily accommodates the lifestyle needs of the affected Full- Time Sworn Personnel Member, the Fire Chief or his/her designee has the authority to modify the above requirements to accommodate the needs of the Member provided those modifications do not result in exceeding a forty (40) hour

work week.

These options will be discussed between the Fire Chief and the ill and/or injured Full-time Sworn Personnel Member when the Fire Chief is determining which option best fits the Department's current business needs. While on light duty assignment, the following guidelines will be followed:

1. Kelly Days will not apply;
2. Full-Time Sworn Personnel shall not fill any vacancies on front-line apparatus or equipment;
3. Light duty assignments shall commence no sooner than the Full-Time Sworn Personnel Member's next regularly scheduled duty day after receipt of the physician authorization and
4. The Employer shall not be required to create light-duty work that does not need to be performed.
5. Except if agreed to otherwise between the Fire Chief (or his/her designee) and the affected Full-Time Sworn Personnel, the previously scheduled vacation picks will be honored while a Full-Time Sworn Personnel Member is on a light-duty work assignment.
6. The Chief (or his/her designee) is authorized to schedule full-time sworn personnel to carry out fire inspections, provided that the scheduling is in accordance with their physician's recommendations or restrictions.
7. The PTO rules stated in Section 11.4 do not apply to anyone on light duty. The member on light duty shall be able to utilize PTO time in eight (8) or twelve (12) hour increments based on the light duty work schedule the affected member is assigned to work.

In situations where full-time sworn personnel need to schedule medical appointments during working hours, they must notify the Chief. If they cannot return to work, they can make up the missed hours during their next assigned shift or deduct the remaining hours from their sick time bank or paycheck if they do not have the time in their bank.

Section 8.7. No Pyramiding.

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Agreement. However, Full-Time Sworn Personnel shall be able

to work overtime when they are on assigned Kelly or Vacation Days.

ARTICLE IX
WAGES & COMPENSATION

Section 9.1. Step Pay System.

Effective 5/1/2025, the annual base salary amounts for Full-Time Sworn Personnel Members will be as outlined in Appendix A: Step Pay System.

Section 9.2. Across-the-Board Increases.

Effective on the dates indicated below, the base salary and step movement schedules referenced in Section 9.1 shall be revised to include the following upward adjustments on the dates indicated:

Effective May 1, 2025:	3.00% across-the-board step increase
Effective May 1, 2026:	3.00% across-the-board step increase
Effective May 1, 2027:	3.00% across-the-board step increase
Effective May 1, 2028:	3.00% across-the-board step increase
Effective May 1, 2029:	2.75% across-the-board step increase
Effective May 1, 2030:	2.75% across-the-board step increase

The bargaining unit governed by this agreement shall have its wages increased, including retroactive increases for the applicable time period, if the Schiller Park patrol unit (Currently FOP Lodge 170) receives any wages higher than the wages contained within this CBA between the parties.

Section 9.3. Retroactive Adjustments.

The Village agrees that the increases in Base Salary, as outlined in Sections 9.1 and 9.2, will apply to all Full-Time Sworn Members who were employed either (a) as of the ratification date of this Agreement or (b) as of 5/1/2025 but retired prior to the ratification date of this Agreement.

All full-time sworn personnel still on the active payroll as of the effective date of this agreement will be eligible to receive retroactive pay based on their respective gross annual salary. This includes any full-time sworn personnel who retired after May 1, 2025, but before the effective date of this agreement.

Section 9.4. Holidays & Holiday Pay.

The following ten (10) Holidays are recognized by the Village:

- New Year’s Day
- Easter Sunday
- Independence Day
- Martin Luther King Jr. Day,
- Labor Day
- President’s Day
- Veteran’s Day
- Memorial Day
- Thanksgiving Day
- Christmas Day

Beginning at the start of each fiscal year following the ratification date of this Agreement, each Full-Time Sworn Personnel Member who actually works the full work shift on one of the ten (10) recognized Holidays listed above shall be paid at the rate of one-and-one-half times (1.5x) the Full-Time Sworn Personnel Member’s base rate of pay for the hours actually worked. This means that the Full-Time Sworn Personnel who actually work a Holiday receive an extra “half-time” pay in addition to their regular rate of pay for hours actually worked on a recognized Holiday. In the event that a Full-Time Sworn Personnel Member is scheduled or forced to work overtime on one of the recognized holidays, he/she will be paid at the rate of two times (2x) the Full-Time Sworn Personnel Member's base rate of pay for the hours actually worked.

Subsection 9.4.1. Definition of Holiday Work Schedule.

Full-time sworn Personnel shall work a “Sunday” workday schedule for the performance of station duties on all Holidays listed in Section 9.4.

Section 9.5. Special Team Reimbursement.

The parties covered under this Agreement recognize that an obligation exists to remain on special Fire Department Response Teams for a minimum duration of two (2) years once a Full-Time Sworn Personnel Member is accepted by that respective team. If, at any time during the initial two-year period, the Full-Time Sworn Personnel Member fails to attend 70% of the scheduled

training or required emergency responses, the Fire Chief will review their special team membership to decide whether the Full-Time Sworn Personnel Member will be allowed to continue on the team. If a Full-Time Sworn Personnel Member is removed from their special team within this two-year period, they will be required to reimburse the department for all costs associated with their special team, including but not limited to class costs, equipment, and any overtime. Should the Full-Time Sworn Personnel Member fulfill all special team obligations, they will be exempted from reimbursing the department for any aforementioned costs and will receive twenty-four (24) hours of straight-time pay at the conclusion of each fiscal year they remain on the team. Compensation under this section will be disbursed on a pro-rata basis for the initial year and any partial years of service in this special team capacity. Members who serve on more than one special team will only be compensated at their regular hourly rate for a maximum of twenty-four (24) hours of straight-time pay at the conclusion of the fiscal year.

Section 9.6. Early Workday Reimbursement.

Lieutenant Paramedics will be paid twelve (12) hours of straight time pay at the end of the fiscal year for being required to report for duty at 0745 hours in the absence of an on-duty Battalion Chief. Reimbursement under this Section 9.6 will be paid on a pro-rata basis for first year and partial years worked in this capacity.

Section 9.7. Preceptor Pay.

A program shall be in place to provide a mentoring relationship between a firefighter, EMT Basic and Paramedic student and a licensed and practicing Firefighter Paramedic. The program's goal is to provide the students with the necessary guidance to develop the knowledge and skills to meet the standards of the Fire Department. These Preceptors, and any necessary replacements, shall maintain a mentoring relationship from the time they are assigned a student through the student's completion of all requirements.

The Paramedic Preceptor shall receive a minimum of two (2) hours of their regular hourly rate for each shift they work as a Paramedic Preceptor for any paramedic student. The Chief (or his/her designee) will make this designation. The Chief (or his/her designee) may increase the compensation benefit for the Paramedic Preceptor as needed for the program.

All other preceptors may receive up to one (1) hour of pay at their straight-time hourly rate, based on the Chief's discretion.

Subsection 9.7.1 Qualifications for Paramedic Preceptors.

The Paramedic Preceptor(s) must meet all of the following:

- a) Meet the requirements set forth in Loyola’s EMSS Policy 400.3 – Paramedic Preceptor;
- b) Be a paramedic in good standing for at least one (1) year with the Schiller Park Fire Department’s current EMS system; and
- c) Must successfully complete their probationary period with the Department before becoming eligible for this position.

Section 9.8. Reimbursement Guidelines.

The parties agree that any Full-Time Sworn Personnel currently receiving any of the following financial reimbursement incentives related to the following: Acting Officer, Special Team Reimbursement, Early Workday Reimbursement, Paramedic Preceptor, and/or Unused Sick Leave, shall continue to receive said benefit(s) as long as he/she meets the criteria set forth regarding the awarding of aforementioned benefits.

The reimbursement benefits for Acting Officer and Paramedic Preceptor shall be paid out each pay period, if applicable; the reimbursement benefits for Special Team Reimbursement, Early Workday Reimbursement, and Unused Sick Leave shall be paid out on the last day of the fiscal year, if applicable.

Section 9.9. Tax-Deferred Pension Contributions.

The Village will institute a “pension pick-up plan” whereby Full-Time Sworn Personnel pension contributions will be made from pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 9.10. Deferred Compensation Plans.

Full-Time Sworn Personnel may voluntarily join a deferred compensation program to supplement amounts received as their pension at retirement. Deferred compensation programs allow eligible any Full-Time Sworn Personnel an opportunity to defer tax sheltered dollars into their account. Full-Time Sworn Personnel who elect to make contributions to this program shall be made through payroll deductions. Full-Time Sworn Personnel shall have the option of choosing among several deferred compensation programs including those in effect at the time of the ratification of this Agreement.

Section 9.11. Tuition Reimbursement.

When budgeted in advance by the Village and available, up to two-thousand dollars (\$2,000) per fiscal year will be paid to Full-Time Sworn Personnel pursuant to the terms of this Section 9.11 as reimbursement for tuition and appropriate fees at an accredited university, college, or community college, provided the Full-Time Sworn Personnel Member receives a minimum grade of “C”. Courses of direct benefit to the Village will be reimbursed at 100%; courses of an indirect benefit will be reimbursed at 50%.

In order to be eligible for tuition reimbursement, Full-Time Sworn Personnel must:

- i. Obtain written approval of the Village Manager prior to taking the course by submitting a request to his/her Fire Chief with a description of the course or degree program to be undertaken;
- ii. Present proof of tuition payment and a grade report;
- iii. Not be eligible to receive reimbursement from any other source.

For each \$2,000 reimbursement, Full-Time Sworn Personnel will be obligated to remain employed by the Village for a period of six (6) months or repay such tuition reimbursement if employment is voluntarily terminated prior to six (6) months after the course is completed.

Section 9.12. Employee Reimbursement Agreement.

Any Bargaining Unit Member who voluntarily terminates his/her employment during the first twenty-four (24) months of employment shall reimburse the Village as outlined in the Schiller Park Fire Department Candidate Reimbursement Agreement, attached as Appendix E.

ARTICLE X.
NO STRIKES – NO LOCKOUTS

The Union, its officers and agents, and the Full-Time Sworn Personnel covered by this Agreement, agree not to instigate, promote, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations for any reason. Any or all Full-Time Sworn Personnel who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. The Village will not lock out any Full-Time Sworn Personnel during the term of the Agreement as a result of a labor dispute with the Union.

In addition, in the event of a violation of this Article, the Union agrees to inform its Bargaining Unit Members of their obligation under this Agreement and immediately direct them to return to work.

ARTICLE XI.
LEAVES OF ABSENCE

Section 11.1. Vacation Time.

In each fiscal year, Full-Time Sworn Personnel may take Vacation Time as set out in the schedule below based on the number of continuous years of service as of their employment anniversary date. Anniversary dates are determined by the day of the month the Full-Time Sworn Personnel Member began working as a Full-Time Sworn Personnel Member.

Subsection 11.1.1 Accrual.

One (1) week of Vacation Time shall equal three (3) work shifts or seventy-two (72) hours. Upon reaching each anniversary date, the amount of Vacation indicated below based on years of continuous service shall be awarded to the Full-Time Sworn Personnel Member. Vacation Time may be taken according to the following schedule during each fiscal year (pro-rata for partial years worked):

- i. Two (2) weeks (6 shifts) of Vacation Time annually after one (1) year of continuous service.
- ii. Three (3) weeks (9 shifts) of Vacation Time annually after five (5) years of continuous service.
- iii. Four (4) weeks (12 shifts) of Vacation Time annually after twelve (12) years of continuous service.

- iv. Five (5) weeks (15 shifts) of Vacation Time annually after twenty (20) years of continuous service.

Subsection 11.1.2. Use.

Full-Time Sworn Personnel must use Vacation Time in twenty-four (24) hour work shift increments, and shall not be allowed to use Vacation Time which has not yet been awarded to the Full-Time Sworn Personnel Member without written approval of the Fire Chief.

Subsection 11.1.3. Selection.

The selection of Vacation Time shall be made in accordance with the process set forth and attached hereto as Appendix B.

Subsection 11.1.4. Pay on Separation.

Upon separation from employment, Full-Time Sworn Personnel shall receive Vacation Pay at their latest hourly rate of pay for all accumulated but unused Vacation Time. If at the time of separation from employment the Full-Time Sworn Personnel Member has previously utilized Vacation Time that has not yet been earned, the Full-Time Sworn Personnel Member shall have Sick Leave hours deducted from their total Sick Leave accumulation in an amount equal to the number of Vacation Time hours the Full-Time Sworn Personnel Member has utilized but not yet accumulated. In the event that the Full-Time Sworn Personnel Member does not have enough Sick Leave hours to cover the previously utilized Vacation Time, he/she shall have his/her final payroll check reduced by the value of the Vacation Time previously utilized but not yet accumulated.

Section 11.2. Kelly Days.

Subsection 11.2.1 Definition.

Kelly Days shall be twenty-four (24) hours in length with a frequency of one (1) Kelly Day every ninth shift, and one hundred and ninety-two (192) hours shall be the total hours worked in every Fair Labor Standards Act (FLSA) pay period.

Subsection 11.2.2. Accrual.

The twelve (12) most senior Full-Time Sworn Personnel on the department will be given fourteen (14) Kelly Day to use every fiscal year, on May 1st, to use between May 1st and April 30th of the following year. The remaining Full-Time Sworn Personnel on each

shift will be given thirteen (13) Kelly Days to use every fiscal calendar year, on May 1st, to use between May 1st and April 30th of the following year.

Subsection 11.2.3. Selection.

The selection of Kelly Days shall be made in accordance with the process set forth and attached hereto as Appendix B.

Subsection 11.2.4. Trading Kelly Days.

If any Full-Time Sworn Personnel Member wants to trade a Kelly Day with another Member, the two (2) Members must trade Kelly Days within the same FLSA cycle.

Section 11.3. Sick Leave – Policy, Accrual, Reimbursement, & Guidelines.

Subsection 11.3.1. Policy.

It is the responsibility of the Full-Time Sworn Personnel Member to notify the Shift Officer before 0700 hours prior to the beginning of the Full-Time Sworn Personnel Member's shift in order to receive while absent on Sick Leave for reasons of illness or injury unless exigent circumstances prevent such notice, in which event the Full-Time Sworn Personnel Member shall provide the earliest notice feasible.

A Full-Time Sworn Personnel Member absent for two (2) or more consecutive duty days or more shall present the Fire Chief with a signed letter from his/her attending physician which gives the reason for the absence and the physician's recommended date that the Full-Time Sworn Personnel Member may safely return to work. Unexcused absences without verifiable cause may be subject to disciplinary action.

Subsection 11.3.2. Accrual.

Full-Time Sworn Personnel shall earn Sick Leave at a rate of six (12) hours per month, or one hundred and forty-four (144) hours per year (i.e. six (6) twenty-four (24) hour shifts per year) to a maximum of six hundred (600) hours. Full-Time Sworn Personnel can request to use Sick Leave in increments of twenty-four (24) hours. Anything over the maximum allowed hours of six hundred (600) hours will be paid out according to Section 13.10.

Subsubsection 11.3.2.1. Sick Leave & Time Coming Conversion.

Upon ratification of this Agreement by both parties, the Village agrees to

convert any current Sick Time and Time Coming accumulated by currently employed Full-Time Sworn Personnel, as of 5/1/2021, into Sick Leave and add said hours to the accrued amounts in Section 11.3.2.

Subsection 11.3.3 Use.

Sick Leave will be allowed only in case of medical necessity or actual illness or injury of Full-Time Sworn Personnel or his/her “immediate family member”. For purposes of this Section, the phrase “immediate family member” means the Full-Time Sworn Personnel Member’s child, spouse (or civil union partner), sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

Full-Time Sworn Personnel must exercise professional discretion regarding the nature of the Full-Time Sworn Personnel Member’s illness or injury and the distribution of this information. Full-Time Sworn Personnel are required to provide accurate information concerning the type of illness or injury when using Sick Leave.

Subsection 11.3.4. Abuse.

The Village may, at its discretion, require a physician's certification of illness for absences of two (2) or more consecutive shift days. The Village may also require a physician's verification that the Full-Time Sworn Personnel Member is well enough to return to work; such return to work verification of illness will be required for any use of Sick Leave of three (3) or more consecutive shift days. If the Village requires a Full-Time Sworn Personnel Member to submit to an examination to verify illness or fitness to return to work by a physician or other medical professional designated by the Village, the Village will pay the medical expenses to the extent that they are not covered by insurance.

The parties agree that the following occurrences demonstrate a pattern of use that supports a reasonable suspicion of abuse:

- i. Where Full-Time Sworn Personnel demonstrate a pattern of coupling Sick Leave with Vacation Days, Kelly Days, holidays, or previously denied requests for time off or a previously denied shift trade.
- ii. Where Full-Time Sworn Personnel demonstrate a pattern of failing to honor duty trade commitments by calling in sick.

For the purpose of this Section, an occurrence is defined as an incident that meets the criteria explained above. A "pattern" shall be deemed to exist when Full-Time Sworn

Personnel have two (2) or more occurrences in a rolling twelve (12) month period. A uniform, rolling twelve (12) month period shall begin on every day of the fiscal year for all Full-Time Sworn Personnel.

The Fire Chief is encouraged to work with the Union to facilitate corrective action in advance of the need to resort to disciplinary action. This discipline will not be imposed if medical proof and/or medical evidence of sickness is provided to the Fire Chief by the Full-Time Sworn Personnel Member immediately upon the Full-Time Sworn Personnel Member returning to work.

Subsection 11.3.5. Unused Sick Leave.

Any Full-Time Sworn Personnel who have not used Sick Leave within the last three (3) full consecutive fiscal years shall receive twenty-four (24) hours of straight time pay at the end of the fiscal year. This is a rolling three (3) full consecutive fiscal year period.

Section 11.4. Personal Time Off (PTO).

The parties agree that seventy-two (72) hours of Sick Leave per fiscal year may be used for non-sick related personal leave reasons, hereinafter referred to as Personal Time Off (PTO). Usage of this time will not result in the need for a medical note as it is understood that this time is for personal reasons. Usage of the seventy-two (72) hours of time for PTO may not be denied except for Section 11.4.1.iii.

Subsection 11.4.1. Use.

In order for Full-Time Sworn Personnel to use PTO time, he/she must adhere to the following guidelines:

- i. PTO requests shall be limited to one (1) Full-Time Sworn Personnel Member off on PTO per twelve (12) or twenty-four (24) hour time period;
- ii. PTO may be used in either twelve (12) or twenty-four (24) hour increments:
 - a. For PTO use in twelve (12) hour increments, all requests must be submitted at least twelve (12) hours in advance of the time in which the PTO is being requested. If, however, due to unanticipated circumstances, the request cannot be made at least twelve (12) hours in advance, then Full-Time Sworn Personnel may notify the on-duty Shift Officer prior to 0630 and request to use PTO or
 - b. For PTO use in twenty-four (24) hour increments, all requests must be

submitted prior to 0630 for review and approval by the on-duty Shift Officer and,

- iii. PTO will not be permitted to be used on any of the listed Holidays as outlined in Section 9.4 of this Agreement.
- iv. The Employer specifically agrees to initiate a Callback due to the use of PTO time to maintain staffing levels as required in this Agreement.
- v. Only one Officer can be off on PTO per shift.
- vi. PTO will not be permitted to be used by any Full-Time Sworn Personnel Member during his/her probationary period.
- vii. To request time off (PTO), full-time sworn personnel must have time available equal to or greater than the amount being requested. PTO requests will be denied if the full-time sworn personnel have less time available than the amount being requested or if they do not have that amount of time in their bank at the time of the request.
- viii. A second Full-Time Sworn Personnel may be granted to use PTO if approved by the Battalion Chief, provided that staffing levels do not drop below the minimum of six (6) Full Time Sworn Personnel.
- ix. If a full-time sworn employee uses PTO, and that time is not available in their PTO/Sick Time bank, the hours will be deducted from their next paycheck.

Section 11.5. Duty Injury, Illness, Disability (Workers Compensation) Leave.

The Employer agrees to comply with the Illinois Workers' Compensation Act (820 ILCS 305) and the Illinois Public Employee Disability Act, (5 ILCS 345/1 *et. seq.*), when applicable.

Section 11.6. Upon Return to Duty from Duty Injury, Illness, or Disability Leave.

Scheduled leave not used because the Full-Time Sworn Personnel Member is on an approved leave of absence will be selected and rescheduled only on "available" days which means that: (a) the rescheduled use of the leave does not result in more than two (2) shift employees being on leave at the same time, and (b) the staffing needs are met as determined by management. If there are no such vacation time days available during the remainder of the fiscal year, up to seventy-two (72) hours shall be carried over and scheduled to be taken during the next fiscal year with the remaining hours being paid (if the Full-Time Sworn Personnel Member is not a covered participant in the 115 Plan at the time) or paid to his/her respective 115 Plan account (if the Full-Time Sworn Personnel Member is a covered participant in the 115 Plan at the time).

Section 11.7. Return to Work After Non-Duty Illness or Injury Leave.

A Full-Time Sworn Personnel Member returning to work following a leave of absence due to a non-duty-related illness or injury may be required to submit to an examination by a qualified and licensed medical professional, at the Employer's determination and expense, to confirm that the Full-Time Sworn Personnel Member is able to perform his/her essential job functions and thus allow a return to full duty. If the medical opinion of the physician selected by the Village conflicts with the medical opinion of the Full-Time Sworn Personnel Member's physician, the Employer shall allow a third medical opinion by an agreed upon physician and the decision of the third physician shall be controlling so long as it is based on relevant essential job functions. The third physician shall be an independent medical examination provider familiar with the essential job functions of a Firefighter Paramedic. Costs of the third physician not covered by insurance shall be equally divided between the Employer and the Full-Time Sworn Personnel Member.

Section 11.8. Accrual of Benefits & Compensation While on Leave.

During all periods of vacation and paid leaves of absence lasting thirty (30) consecutive days or less (including Sick Leave), Full-Time Sworn Personnel shall continue to accrue seniority and all Full-Time Sworn Personnel Member benefits available pursuant to this Agreement. While on unpaid status, seniority and benefits do not accrue except as required by law.

(a) During all periods of vacation and any paid leaves of absence or paid time away from full and unrestricted duty (including, but not limited to, on-the-job injury or illness and light duty), Full-Time Sworn Personnel shall continue to accrue seniority and, in addition, all Full-Time Sworn Personnel Member benefits available pursuant to this Agreement.

(b) While on an unpaid status/leave that lasts more than thirty days (30), seniority and benefits shall continue to accrue for the following unpaid leaves:

- (i) Maternity leave;
- (ii) Paternity leave;
- (iii) Witness leave;
- (iv) Jury duty leave;
- (v) Military leave;
- (vi) Any other leave required or allowed by Statute.

(c) The following leaves of absence, if unpaid for more than thirty days (30), shall not result in the accrual of seniority and benefits, except as required by law (unpaid leaves of absence,

less than thirty (30) days shall result in the continued accrual of seniority and benefits):

- (i) Union business leave; and
- (ii) Emergency leave.

Sworn Personnel on such unpaid leave shall be entitled to maintain their health insurance benefits by paying the full cost of the premiums for the duration of their leave. Sworn Personnel on such unpaid leave shall be entitled to return to their former position, seniority, and pay upon completion of their leave, provided that they return within the time allowed by law or this contract.

Sworn Personnel must use paid benefit time in lieu of otherwise unpaid time off for leave taken for an FMLA-qualifying reason and may use any combination of benefit time and/or sick time at their choice to substitute paid leave for unpaid leave under this Section unless otherwise mandated by this Agreement. If chosen, said seniority and benefits will continue to accrue for the timeframe in which the member remains in paid status.

Section 11.9. Family & Medical Leave.

The Parties agree that the Village may take whatever reasonable steps are deemed to be necessary to comply with the Family Medical Leave Act (“FMLA”) of 1993, as amended from time to time. Paid time off benefits will run concurrently with otherwise unpaid time off under the FMLA.

Section 11.10. Maternity Leave.

The Village will grant time off, leaves of absence, and other forms of reasonable accommodation in accordance with the applicable federal and state laws for Full-Time Sworn Personnel who are pregnant or disabled due to a medical condition related to pregnancy or childbirth. Time off work taken for this purpose will run concurrently with other paid or unpaid leave policies when both are applicable. These issues will be addressed on a case-by-case basis as required by law.

Subsection 11.10.1. Breastfeeding.

The Employer shall provide reasonable break time to Full-Time Sworn Personnel who need to express breast milk for her nursing infant each time the Full-Time Sworn Personnel Member has the need to express milk for up to one (1) year after the child’s birth pursuant to 820 ILCS 260. The break time may run concurrently with a break time already provided to Full-Time Sworn Personnel. The Fire Department shall make reasonable efforts to provide a room or other location in close proximity to the Full-Time Sworn Personnel Member’s work area, other than a toilet stall, where the Full-Time Sworn Personnel Member may express her milk in privacy. The Village also

agrees to make the appropriate reasonable accommodations for any Full-Time Sworn Personnel wishing to breastfeed her child for more than one (1) year, but not more than two (2) years maximum.

Section 11.11. Paternity Leave.

Eligible Full-Time Sworn Personnel may apply for and receive approval for up to twelve (12) weeks of consecutive time off pursuant to the terms of the Village's FMLA policy for paternity/bonding purposes to be taken within twelve (12) months of the birth, adoption, or placement of the child in foster care with the Full-Time Sworn Personnel Member. Full-time sworn Personnel must use paid benefit time in lieu of otherwise unpaid time off under this policy.

Section 11.12. Witness Leave.

Any Full-Time Sworn Personnel are required by subpoena to attend an attorney interview, give a deposition, or to testify with respect to a lawsuit or legal claim in which the Village is party or which arises out of the Full-Time Sworn Personnel Member's employment by the Village (excluding participation in such activities at the request of the Union (except for grievance and interest arbitrations)), upon notification to the Fire Chief, shall be excused from work at a time approved by the Fire Chief without loss of pay for the period of time the Full-Time Sworn Personnel Member is required to be away from work. Upon completion of the attorney interview, deposition, or testimony, the Full-Time Sworn Personnel Member must return to work to complete the remainder of his/her shift or use benefit time for the remainder of the shift.

If such activity is required outside the Full-Time Sworn Personnel Member's regularly scheduled work hours, Full-Time Sworn Personnel shall be compensated at the overtime rate (1.5 x regular rates) for actual hours required as determined by the Fire Chief. Full-Time Sworn Personnel shall turn in any fees other than travel expenses received to the Village. This provision shall not apply to any situation in which Full-Time Sworn Personnel are a party plaintiff/claimant.

Section 11.13. Jury Duty Leave.

Full-Time Sworn Personnel who are required to serve on a jury scheduled at a time that would cause the Full-Time Sworn Personnel Member to lose regular pay shall be granted leave with pay for such time lost to participate in a jury. Once released from jury duty, Full-Time Sworn Personnel must return to work to complete the remainder of his/her shift or use of benefit time (i.e. Sick, Kelly, Vacation) for the remainder of the shift. Full-Time Sworn Personnel must provide a copy of the jury summons to the Fire Chief or his/her designee as soon as possible so that the

necessary shift scheduling may be altered. Full-Time Sworn Personnel may retain pay from the court for jury duty in addition to their leave.

Section 11.14. Military Leave.

The Village complies with all applicable state and federal laws related to leaves of absence, compensation and pay, reinstatement, and training time off for covered service Full-Time Sworn Personnel.

Section 11.15. Bereavement Leave.

In the event of a death in the Full-Time Sworn Personnel Member's "covered family," a Full-Time Sworn Personnel Member may take up to one (1) full shift off work with regular pay (up to twenty-four (24) hours maximum). As used in this section, "covered family" means the Bargaining Unit Member's current spouse, fiancée, domestic partner, child, stepchild, father, mother, brother, sister, grandchild, grandparent, stepparent, mother-in-law, and father-in-law.

Any additional time needed shall be taken as Vacation Time, Sick Leave, or Personal Time Off (PTO), if applicable, and shall be arranged through his/her Shift Officer. This section is subject to change per the Family Bereavement Leave Act.

Section 11.16. Union Business Leave.

Up to two (2) Executive Board members who are part of the Bargaining Unit shall be allowed on duty to attend negotiation meetings scheduled by the Village and the Union. This is provided that these Board members who are on duty come to the meetings dressed and prepared to respond to emergency calls. Executive Board members must respond to emergency calls as needed while attending negotiation meetings while on duty. In certain circumstances, if the Fire Chief approves, more than two (2) Bargaining Unit Members may be allowed to attend, depending on the topic. If any member or members of the Executive Board are on duty and the staffing level is above the minimum requirement, they may attend Union events, such as scholarship awards night, training events, or other Union events, with the Chief's approval. However, they must return to duty immediately after the event is completed. The Chief must be notified of the event in writing at least forty-eight hours in advance.

Section 11.17. Emergency Leave.

In the event of a serious or unexpected emergency involving a Full-Time Sworn Personnel Member's spouse, domestic partner, child, parent, or household member, or in the event of an emergency requiring immediate attention, the Full-Time Sworn Personnel Member may leave their shift with the approval of the Fire Chief or his or her designee. However, they must return to their

shift once the issue has been resolved. If a Full-Time Sworn Employee is unable to return to shift after eight (8) hours, a call back will be sent out to fill their position. The Full-Time Sworn Personnel Member shall utilize earned PTO and/or Sick Leave for the purpose of this leave. If a full-time sworn member does not have PTO and/or sick time, the member will be responsible for finding coverage before leaving or have hours deducted from their next paycheck. The rules for using PTO, according to Subsection 11.4.1 of this CBA, do not apply to this limited Section 11.17 of the CBA.

In accordance with the terms of this contract, if staffing levels are at the minimum, the member shall be held accountable for securing adequate coverage. Should coverage be unattainable, Full-Time Sworn Personnel will be prohibited from leaving, thereby preventing the shift from falling below the agreed-upon minimum staffing levels stipulated under this agreement.

Section 11.18. On-Duty Line of Duty Death (LODD).

In the event of a Line of Duty Death (LODD) of any member of the Fire Department while on duty, Full-Time Sworn Personnel on duty during the time of said event will, if they request, be relieved of the remainder of their duty shift as set forth below.

Emergency apparatus will remain staffed until coverage can be obtained to relieve the on-duty, Full-Time Sworn Personnel. Full-Time Sworn Personnel will be relieved of duty if coverage can be obtained via (a) callback staffing, (b) mutual aid companies, and/or (c) as authorized by the Fire Chief for immediate dismissal of duty.

The Village agrees to make appropriate accommodations to relieve an affected Full-Time Sworn Personnel Member of his/her obligations. The Village also agrees to make grief counseling readily available to any Full-Time Sworn Personnel who requests it during this time.

ARTICLE XII.
SENIORITY

Section 12.1. Definition.

For the purpose of this Agreement, “seniority” shall be defined as a Full-Time Sworn Personnel Member’s length of continuous full-time service with the Village as a sworn and commissioned Firefighter Paramedic, Lieutenant Paramedic, or Battalion Chief since his/her last date of hire. Except where specifically noted in this Agreement, seniority among Lieutenant Paramedics and Battalion Chiefs shall derive from their date of promotion to that position. Seniority shall accumulate during all authorized leaves. If more than one (1) person is hired on

the same day, seniority preference will be established by final eligibility as posted on the official eligibility list by the BFPC.

Section 12.2. Probationary Period.

All newly hired and newly promoted Bargaining Unit Members shall serve a probationary period of twelve (12) months of creditable service from his/her date of hire or promotion as a full-time Bargaining Unit Member in a position covered by this Agreement.

The Fire Chief shall have sole discretion to discipline, suspend, layoff, or terminate a probationary Bargaining Unit Member prior to the completion of the Bargaining Unit Member's twelve (12) months of probationary employment.

There shall be no seniority among probationary Bargaining Unit Members, except for purposes of layoff, overtime distribution, and vacation scheduling. Upon successful completion of the probationary period, a Bargaining Unit Member shall acquire seniority which shall be retroactive to the date of hire in a position covered by this Agreement.

12.3. Breaks or Loss of Seniority.

Seniority and all rights in employment shall be terminated when a Full-Time Sworn Personnel Member:

- i. Quits;
- ii. Is terminated for just cause (probationary Bargaining Unit Members with or without just cause);
- iii. Is laid off for a period in excess of two (2) years;
- iv. Retires or is retired, provided a Full-Time Sworn Personnel Member who is receiving a disability pension pursuant to the Firefighter Pension Fund shall not be considered as being "retired" except as provided by law;
- v. Is absent for more than two (2) consecutive working days without notifying his/her Shift Officer (without explanation deemed acceptable to the Fire Chief and documented upon request);
- vi. Fails to return to work within fourteen (14) calendar days after being recalled from layoff status; and/or
- vii. Is unable, for medical reasons, to perform his/her essential job functions with or without a reasonable accommodation for twelve (12) consecutive months (or less than twelve (12) months if a healthcare professional concludes that the Full-Time Sworn Personnel Member is not reasonably expected to be released to return to work

within twelve (12) months due to a medical condition) and is deemed to be no longer qualified for continued employment. Eligible Full-Time Sworn Personnel who are disabled and unable to work are encouraged to promptly apply for a disability pension from the Schiller Park Firefighters' Pension Fund to avoid triggering this subsection (vii).

- viii. Takes an unpaid leave of absence for the stated reasons in Section 11.8, in which case only seniority shall terminate unless the member does not return from the unpaid leave in which seniority does not accrue.

Section 12.4. Layoff & Recall.

The parties agree that Section 7.6 of this Agreement shall prohibit the Village from laying off any Full-Time Sworn Personnel until such time as contractually agreed therein.

If, however, there is a reduction in force that affects Full-Time Sworn Personnel in the future, the Full-Time Sworn Personnel Member with the least seniority shall be laid off first in order of their seniority as defined in Section 12.1. In cases of layoff, all civilians, part-time Paramedics, part-time Firefighters, part-time Firefighter/Paramedics, contract services, and/or any other employee that would be used to fulfill the duties and responsibilities prescribed to Full-Time Sworn Personnel shall be laid off and/or terminated from service prior to any Full-Time Sworn Personnel Member being laid off. The Employer shall not hire any civilians, part-time Paramedics, part-time Firefighters, part-time Firefighter/Paramedics, contract services, and/or any other employee that would be used to fulfill the duties and responsibilities prescribed to Full-Time Sworn Personnel while a Full-Time Sworn Personnel is on layoff status and eligible for recall.

The order of layoff between Lieutenant Paramedics and Firefighter Paramedics (excluding Battalion Chiefs) shall be in accordance with 65 ILCS 5/10-2.1. Bargaining Unit Members will be placed on a recall list for a period of twenty-four (24) consecutive months. Bargaining Unit Members shall be recalled in the order of their seniority, as defined in Section 12.1. No new Bargaining Unit Members shall be hired to perform Bargaining Unit Member work or to fill a vacancy within the Collective Bargaining Unit until all laid-off Bargaining Unit Members in their recall period have been given fourteen (14) calendar days of recall and opportunity to make application for return to work. If such vacancies cannot be filled by recalling Bargaining Unit Members from a lay-off list as provided in this section, then the vacancy shall not be filled except from a register of eligible established in accordance with 65 ILCS 5/10-2.1-14, in cases where vacancies resulted from a layoff provided that a temporary appointment may be made pursuant to

ARTICLE XIII.
HEALTH & WELFARE

Section 13.1. Medical Examinations.

Full-Time Sworn Personnel may be required to undergo annual medical and psychological examinations (rotating years). Any drug and alcohol screening shall be in accordance with Section 13.14. Medical and/or psychological exams, including chest X-rays, may also be scheduled and required more frequently when the Employer believes that there is a business reason to do so. The medical facility will be chosen by the Fire Department and all Full-Time Sworn Personnel will be required to utilize the contracted medical facility for purposes of these evaluations. The Fire Department will pay for all tests associated with the examination(s) required by the Employer pursuant to this Section.

Section 13.2. Fitness for Duty Examinations.

If there is any question regarding the Full-Time Sworn Personnel Member's physical and/or psychological fitness for duty, the Employer may require, at its own expense, an examination by a qualified and licensed medical professional. If it is determined that the Full-Time Sworn Personnel Member is unable to perform his/her essential job functions, the Employer shall allow a second medical examination by a physician selected by the Full-Time Sworn Personnel Member and paid for by the Full-Time Sworn Personnel Member if not otherwise covered by insurance. If the medical opinions are in disagreement, the Employer shall allow a third medical opinion by an agreed upon physician and the decision of the third physician shall be controlling so long as it is based on relevant essential job functions. The third physician shall be an independent medical examination provider familiar with the essential job functions of a Firefighter Paramedic, Lieutenant Paramedic, or Battalion Chief. Costs of the third physician not covered by insurance shall be equally divided between the Employer and the Full-Time Sworn Personnel Member.

Section 13.3. Health Insurance Plan.

The hospital PPO major medical insurance plan in effect when this Agreement is ratified shall be continued during the term of this Agreement; provided, however, that the Village reserves the right to change insurance carriers benefit levels or to self-insurance as it deems appropriate as long as the new basic coverage and basic benefits for Full-Time Sworn Personnel are substantially similar to those in effect at the time this Agreement is ratified. Such changes may include, but are

not limited to: mandated second opinions for elective surgery, pre-admission and continuing admission review prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Full-Time Sworn Personnel may elect single, employee plus one dependent, or family coverage in the Village's major medical insurance plan during the enrollment periods established by the Village. The premium costs of group health insurance in effect at the time of ratification of this agreement will remain in effect through and including May 1, 2031 for eligible Full Time Sworn Personnel based on the type of coverage selected by the Village and the number of individuals covered. The premium caps listed below may increase by a maximum of eight (8%) percent each year for the duration of this agreement. The Village of Schiller Park also agrees to disclose the Health Care Premiums annually.

Commencing May 1st, 2025, Full-Time Sworn Personnel shall pay ten percent (10%) of the monthly premium under the Village's hospital PPO major medical insurance plan, provided such payment shall not exceed \$139.88 per month for the Full-Time Sworn Personnel coverage only, \$321.74 per month for Full-Time Sworn Personnel plus one (1) dependent, or \$411.10 per month for family coverage. The Employer shall pay 100% of the monthly premium for the type of coverage elected by the Full-Time Sworn Personnel Member under the Village's hospital HMO major medical insurance plan.

Commencing May 1st, 2026, Full-Time Sworn Personnel shall pay ten percent (10%) of the monthly premium under the Village's hospital PPO major medical insurance plan, provided such payment shall not exceed \$151.07 per month for the Full-Time Sworn Personnel coverage only, \$347.48 per month for Full-Time Sworn Personnel plus one (1) dependent, or \$443.99 per month for family coverage. The Employer shall pay 100% of the monthly premium for the type of coverage elected by the Full-Time Sworn Personnel Member under the Village's hospital HMO major medical insurance plan.

Commencing May 1st, 2027, Full-Time Sworn Personnel shall pay ten percent (10%) of the monthly premium under the Village's hospital PPO major medical insurance plan, provided such payment shall not exceed \$163.16 per month for the Full-Time Sworn Personnel coverage only, \$375.28 per month for Full-Time Sworn Personnel plus one (1) dependent, or \$479.51 per month for family coverage. The Employer shall pay 100% of the monthly premium for the type of coverage elected by the Full-Time Sworn Personnel Member under the Village's hospital HMO major medical insurance plan.

Commencing May 1st, 2028, Full-Time Sworn Personnel shall pay ten percent (10%) of the monthly premium under the Village's hospital PPO major medical insurance plan, provided such payment shall not exceed \$176.21 per month for the Full-Time Sworn Personnel coverage only, \$405.30 per month for Full-Time Sworn Personnel plus one (1) dependent, or \$517.87 per month for family coverage. The Employer shall pay 100% of the monthly premium for the type of coverage elected by the Full-Time Sworn Personnel Member under the Village's hospital HMO major medical insurance plan.

Commencing May 1st, 2029, Full-Time Sworn Personnel shall pay ten percent (10%) of the monthly premium under the Village's hospital PPO major medical insurance plan, provided such payment shall not exceed \$190.31 per month for the Full-Time Sworn Personnel coverage only, \$437.72 per month for Full-Time Sworn Personnel plus one (1) dependent, or \$559.30 per month for family coverage. The Employer shall pay 100% of the monthly premium for the type of coverage elected by the Full-Time Sworn Personnel Member under the Village's hospital HMO major medical insurance plan.

Commencing May 1st, 2030, Full-Time Sworn Personnel shall pay ten percent (10%) of the monthly premium under the Village's hospital PPO major medical insurance plan, provided such payment shall not exceed \$205.53 per month for the Full-Time Sworn Personnel coverage only, \$472.74 per month for Full-Time Sworn Personnel plus one (1) dependent, or \$604.04 per month for family coverage. The Employer shall pay 100% of the monthly premium for the type of coverage elected by the Full-Time Sworn Personnel Member under the Village's hospital HMO major medical insurance plan.

During the term of this Agreement, the Full-Time Sworn Personnel Member's major medical insurance premium contribution shall not exceed the amount of the applicable monthly major medical insurance premium required of other regular full time non-represented Village employees generally for the same level of coverage (e.g. Full-Time Sworn Personnel with single coverage will have the same monthly premium contribution as a regular full time non-represented Village employee with single coverage).

The extent of coverage under the insurance policies referenced in this Section shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the Grievance Procedure set forth in this Agreement.

Section 13.4. Life Insurance.

During the term of this Agreement, the Village will provide term life insurance in the amount of twenty-five thousand dollars (\$25,000). The Village retains the right to change insurance carriers or to self-insure this benefit as long as the twenty-five thousand dollars (\$25,000) amount is maintained.

Section 13.5 Public Safety Employee Benefits Act (PSEBA).

The Employer agrees to maintain the PPO insurance plan in place as of 5/1/2020 being offered to cover Full-Time Sworn Personnel currently receiving this benefit. This plan shall be considered the “basic group health insurance plan.”

Section 13.6. Right to Maintain Coverage While on Unpaid Leave or on Layoff.

Full-Time Sworn Personnel who are on an approved leave of absence (after FMLA time off was exhausted when applicable) and/or a Full-Time Sworn Personnel Member who is on layoff with recall rights shall have the right to maintain group health insurance coverage by paying in advance the full applicable monthly premium costs pursuant to the applicable COBRA laws.

Section 13.7. Section 125 Plan.

A Section 125 Plan which permits Full-Time Sworn Personnel to tax shelter the amounts that they contribute toward the premium cost of the foregoing health insurance shall be maintained during the term of this Agreement, to the extent permitted by law and in accordance with the terms of the applicable plan document.

Section 13.8. Joint Health Insurance Committee.

The Village shall establish a Joint Health Insurance Committee whose charge it will be to study cost containment, claims handling services, cost reduction measures, and benefits relating to the Village’s existing hospital major medical insurance plan. The Committee will be composed of one Bargaining Unit Member designated by the Union, the Village Manager or his/her designee, and other Bargaining Unit Member representatives (designated by the Village or selected by their respective union), not to exceed one Bargaining Unit Member per group. The Committee may submit advisory recommendations concerning changes to the Village’s existing insurance coverage, carriers, or plans to the Village Board of Trustees for consideration and/or approval.

The Committee shall meet at mutually agreeable times. If a Joint Health Insurance Committee meeting is held during a Committee Bargaining Unit Member’s scheduled working hours, then the Bargaining Unit Member will not be docked for attending the meeting, provided the

Bargaining Unit Member has obtained the advance approval of his/her Shift Officer to attend the meeting during work time. Time spent by the Bargaining Unit Member at the scheduled and agreed upon Joint Health Insurance Committee meetings or in connection with the Joint Health Insurance Committee shall be considered non-compensable time unless the Bargaining Unit Member attends the meeting while on duty and the Bargaining Unit Member comes dressed and prepared to respond to emergency calls.

Section 13.9. Cost Containment.

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar.

Section 13.10. Healthcare Retirement Funding 115 Plan.

All Full-Time Sworn Personnel shall be enrolled into a Healthcare Retirement Funding Plan governed by the Internal Revenue Code, hereinafter referred to as the “115 Plan” on a mandatory basis. The Illinois Public Pension Fund Association (IPPPFA) will establish and administer the 115 Plan program subject to the remaining terms of this Section.

The enhanced Sick Leave benefits that are referenced in Section 11.3 of this Agreement will be made retroactive to 5/1/2021 for Full-Time Sworn Personnel who were on the payroll and remained employed as of the ratification date of the May 1, 2020-April 30, 2025, Agreement. Provided, however, any amount of earned Sick Leave benefits that were taken by a Full-Time Sworn Personnel Member will be offset from the retroactive adjustment made by the Village to comply with this Section 13.10 during fiscal year 2022.

Upon retirement, a Full-Time Sworn Personnel Member enrolled in the 115 Plan will defer 75% of all unused sick leave and 100% of all unused vacation time into their 115 Plan at their then-applicable straight- time hourly rate of pay.

The following guidelines shall apply to the administration of the 115 Plan:

- i. All participants in the 115 Plan shall be required to contribute three percent (3.0%) of his/her gross wages into the plan every pay period on a mandatory basis.
- ii. At the end of each fiscal year (yearly), any amount of earned and accrued Sick Leave beyond six hundred (600) hours will be deposited into the affected Full-Time Sworn Personnel Member’s 115 Plan account at one hundred percent (100%) of their current straight time hourly rate of pay for each hour of Sick Leave pay remaining. If a Full- Time Sworn Personnel Member does not have six hundred (600) hours, no amount will be contributed toward the 115 Plan of that

Full-Time Sworn Personnel Member during the applicable fiscal year.

- iii. The Union reserves the right to change the terms and the 115 Plan contribution amounts annually, except with respect to the initial year when this benefit plan is implemented which will be governed by the remaining terms of this Section.

Notwithstanding the foregoing, a Full-Time Sworn Personnel Member who opted out of participation in the 115 Plan at the time of its implementation will forfeit any payout benefits that are associated with this 115 Plan (e.g., Sick Leave accrual, unused paid time off payout, etc.). Instead, at the end of each fiscal year (yearly), said Full-Time Sworn Personnel Member will receive a cash payment for any accrued sick leave hours beyond the six hundred (600) hours banked at their current straight-time hourly rate of pay at a rate of one hundred percent (100%). Upon retirement, the Full-Time Sworn Personnel Member will receive a cash payment for 75% of all unused sick leave accrual and 100% of all earned, unused vacation time at their then-applicable straight-time hourly rate of pay.

Section 13.11. Retiree Health Insurance Contribution.

Effective upon execution of this Agreement, the Village agrees to provide health insurance to all Full-Time Sworn Personnel, along with their respective spouses, if applicable, who retire, or have retired, from the Schiller Park Fire Department at age fifty (50) or older with a minimum of twenty (20) years credible service with the Village. Full-Time Sworn Personnel who retire after the execution of this Agreement shall be provided the same coverage and benefits as Full-Time Sworn Personnel and shall be required to pay fifty percent (50%) of the premium cost of this coverage, with the Village paying the other fifty-percent (50%). Village-subsidized insurance coverage for such Retirees shall cease upon their reaching the age of sixty-five (65). The parties further agree that this Section 13.11 shall not be considered a pension or retirement system.

Section 13.12. Optical & Dental Coverage.

The Village will offer Dental and Optical coverage for Full-Time Sworn Personnel that eligible Full-Time Sworn Personnel may choose to accept at their option and expense. The Village may, in lieu of obtaining an actual insurance policy, obtain access to discount programs for Optical and/or Dental benefits for Full-Time Sworn Personnel at the expense of the Full-Time Sworn Personnel.

Section 13.13. Contagious Diseases Inoculations.

The Village agrees to pay the cost of hepatitis-B and flu shots for Full-Time Sworn Personnel when Full-Time Sworn Personnel are required to obtain such shots/vaccine as a

condition of employment.

Section 13.14. Drug & Alcohol Testing.

Subsection 13.14.1. Policy.

The term “illegal drugs” herein is defined as any drug that is unlawful under either federal or state law, including but not limited to cannabis. The use of illegal drugs, abuse of legal drugs, and/or abuse of alcohol by a Full-Time Sworn Personnel Member of the Schiller Park Fire Department presents unacceptable risks to the safety and welfare of employees and the public. It is the policy of the Village, and the Union agrees, that the public has the right to expect persons employed by the Village to be free from the effects of drugs and alcohol while on duty and, in addition, that at no time shall a Full-Time Sworn Personnel Member be subjected to random drug and/or alcohol testing.

Subsection 13.14.2. Voluntary Requests for Assistance.

The Village shall take no adverse employment action against Full-Time Sworn Personnel for voluntarily seeking treatment, counseling, or other support for an alcohol or drug-related problem, provided such request is made before a Full-Time Sworn Personnel Member is directed to submit to a drug and/or alcohol test under this Agreement or has been charged or cited for an alcohol or drug-related incident or alleged violation of this policy.

The Village may reassign a Full-Time Sworn Personnel Member seeking voluntary treatment while he/she is receiving voluntary treatment if he/she is determined to be unfit for duty in his/her current assignment. The Village may request a doctor’s release to confirm the Full-Time Sworn Personnel Member is safe to continue to perform the essential job functions before permitting a Full-Time Sworn Personnel Member to work in any capacity after voluntarily enrolling in a rehab program.

The Village shall make available through its Employee Assistance Program (EAP) a means by which Full-Time Sworn Personnel may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the Full-Time Sworn Personnel Member’s interests, except reassignment as described below.

If a Full-Time Sworn Personnel Member voluntarily requests such assistance with an alcohol or drug-related problem, as described above, the Full-Time Sworn Personnel Member will be permitted to return to regular work duties only after the Village has obtained proof that:

(a) the Full-Time Sworn Personnel Member successfully completed a return to work medical examination, (b) a written confirmation from a healthcare provider confirming the Full-Time Sworn Personnel Member can safely perform the essential job functions of the position, and (c) confirmation that the Full-Time Sworn Personnel Member has tested negative for alcohol and drugs. The Full-Time Sworn Personnel Member shall also be subject to random testing for drugs and alcohol for twelve (12) months following their successful return to work.

Full-Time Sworn Personnel may request assistance pursuant to this Section without incurring an adverse employment action not more than once within any three (3) year period, nor more than twice within any ten (10) year period.

Subsection 13.14.3. Prohibitions.

Full-Time Sworn Personnel are prohibited from:

- i. Consuming or possessing alcohol or illegal drugs (including cannabis) at any time during the workday, anywhere on any Village premises or job site, while engaged in Village business;
- ii. Possessing, selling, purchasing, delivering, or consuming any illegal drug (including cannabis) or selling cannabis at any time;
- iii. Being under the influence of alcohol, cannabis, or any illegal drug during the course of the work day;
- iv. Failing to report to their supervisor any known side effects of over-the-counter (OTC) medication or prescription drugs, which they are taking which may adversely affect their job performance; and/or
- v. The use, while on duty, of any drug which is legal, in the absence of a required medical prescription, in excess of a prescribed dosage, or in a manner inconsistent with physician approval, to the extent that such usage does or could reasonably cause impairment.

Subsection 13.14.4. Drug and Alcohol Test Criteria.

When the Village has reasonable suspicion to believe that a Full-Time Sworn Personnel Member is under the influence of alcohol, cannabis, or illegal drugs and/or is impaired by legal or illegal drug use (including cannabis) or any combination thereof while on duty, the Village shall have the right to require the Full-Time Sworn Personnel Member to submit to alcohol or drug testing as set forth in this Agreement. The determination to test

shall be made by a supervisor, in consultation with a second member of management, based on any or all of the following:

- i. Specific observations of use or possession in violation of this policy;
- ii. Physical symptoms of being under the influence or the withdrawal effects of illegal drugs, cannabis, or alcohol;
- iii. Abnormal or erratic behavior concerning an employee's appearance, conduct, speech, behavior, and/or body odors; and/or
- iv. Being found guilty of a drug-related offense on- or off-duty.

Full-Time Sworn Personnel may also be required to submit to alcohol and/or drug testing for (a) any on-duty vehicular accident which a Full-Time Sworn Personnel Member directly or indirectly causes which results in damage to equipment or property or which results in a personal injury requiring medical treatment away from the scene of the accident or incident; or (b) any personal injury which an on-duty Full-Time Sworn Personnel Member causes to any person (or that employee) which requires medical treatment away from the scene of the accident or incident.

Subsection 13.14.5. Order to Submit to Testing.

Where a Bargaining Unit Member is ordered to submit for testing, the Bargaining Unit Member shall be permitted to contact a representative of the Union at the time of the order; however, the testing process shall not be delayed to provide the assistance of a Union representative who is not immediately available. No Full-Time Sworn Personnel shall be interrogated by the Village without being accorded their rights under the Firemen's Disciplinary Act (50 ILCS 745/1, et seq.). No Full-Time Sworn Personnel shall refuse to submit to alcohol or drug testing, refuse to consent to the release of drug or alcohol test information to the Village, or otherwise refuse to cooperate in the administration of drug or alcohol testing in accordance with this Agreement. A Full-Time Sworn Personnel Member's submission to drug or alcohol testing under this Section shall not be construed as a waiver of any objection or rights the Full-Time Sworn Personnel Member may have.

Subsection 13.14.6. Tests to be conducted.

In conducting testing under this Agreement, the Village shall ensure the following:

- i. Any Full-Time Sworn Personnel ordered to submit to drug testing will not be allowed to drive and will be accompanied to the collection site by a supervisor. The Full-Time Sworn Personnel Member will not be allowed to return to work until the test results are known;

- ii. The Village reserves the right to test for alcohol if a Full-Time Sworn Personnel Member tests positive for any illegal drug, including cannabis or prescription drugs, in excess of the prescribed dosage or
- iii. Laboratories used for drug testing shall be certified in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) standards;
- iv. All procedures at a blood or urine collection site will be conducted in accordance with adopted standards and procedures pursuant to 49 CFR Part 40 as amended from time to time. No urine collection shall be witnessed unless there is reasonable suspicion that the employee has or may attempt to tamper with the sample;
- v. A sufficient sample of urine or blood will be collected to allow for initial screening, a confirmatory test, and an adequate reserve for later testing if requested by the Full-Time Sworn Personnel Member;
- vi. Provide the Full-Time Sworn Personnel Member tested with an opportunity to have the split sample tested within forty-eight (48) hours of the initial ordered test by a clinical laboratory or hospital facility of the Full-Time Sworn Personnel Member's own choosing at the Full-Time Sworn Personnel Member's own expense, provided the Full-Time Sworn Personnel Member notifies the Human Resources Director within forty-eight (48) hours of receiving the results of the Full-Time Sworn Personnel Member's independent test results of the split sample;
- vii. Urine testing will consist of an initial screening with an enzyme multiple immunoassay test (EMIT), and confirmatory testing shall be conducted with gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolite;
- viii. Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be

obtained by the Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or forum adverse to the Full-Time Sworn Personnel Member's interests;

- ix. Provide each Full-Time Sworn Personnel Member tested with a copy of all written information and reports received by the Village in connection with the testing and results upon request; and
- x. Ensure that no Full-Time Sworn Personnel Member is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any results of a testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

For purposes of this Agreement, "under the influence" of alcohol shall mean a blood alcohol level equal to or exceeding .04 grams of alcohol per 100 milliliters of blood as determined by evidential breath testing (EBT). A drug test will be deemed positive if it indicates the presence of any illegal drug, cannabis, or any drug levels in excess of SAMHSA. A positive cannabis test can be used to make a determination of on-duty impairment only if the Full-Time Sworn Personnel Member exhibits other symptoms of reasonable suspicion of impairment that are observed by a supervisory Full-Time Sworn Personnel Member, as described in Section 13.14.4 above.

Subsection 13.14.7. Right to Consent.

Nothing herein shall be construed as a waiver of the Full-Time Sworn Personnel Member's or the Union's right to file a grievance over alleged violations of this Article. Where disciplinary action is imposed against a Full-Time Sworn Personnel Member for violation of this Article, the Full-Time Sworn Personnel Member will be entitled to an opportunity to explain or challenge the drug or alcohol test results resulting during a meeting held in accordance with the grievance procedure of this Agreement, to the extent the Full-Time Sworn Personnel Member files a timely grievance pertaining to such discipline. Such grievances shall commence at Step 2 of the procedure.

Subsection 13.14.8. Discipline.

Full-Time Sworn Personnel shall be subject to discipline up to and including discharge where the Full-Time Sworn Personnel Member violates any of the prohibitions of

Section 13.14.3. Provided, however, that in the first instance a Full-Time Sworn Personnel Member tests positive for being under the influence of alcohol, cannabis, or for abuse of prescription drugs while on-duty, absent aggravating circumstances or other rule violations deemed acceptable to the Village, the Full-Time Sworn Personnel Member will be subject to discipline (but not dismissal), if the Full-Time Sworn Personnel Member requests and completes treatment through the Village's Employee Assistance Program (EAP) and satisfies all of the following:

- i. Enters into and complies with a "Last Chance Agreement" in a form approved by the Fire Chief (or authorized designee);
- ii. Agrees to submit to and comply with the recommended appropriate treatment as determined by a healthcare provider approved by the Village;
- iii. Fully completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months after completion of the rehabilitation treatment program and
- iv. Agrees to submit to random testing for alcohol and/or drugs during the rehabilitation treatment period and for up to a twelve (12) month period after the Full-Time Sworn Personnel Member's return to work.

Full-Time Sworn Personnel who do not agree to or who do not act in accordance with any of the foregoing conditions and/or Full-Time Sworn Personnel who test positive a second or subsequent time for any violation of this policy shall be subject to discipline, including discharge.

Nothing in this Agreement shall be construed as an obligation on the part of the Village to retain a Full-Time Sworn Personnel Member on active status throughout the period of rehabilitation if it is appropriately determined that the Full-Time Sworn Personnel Member's current use of alcohol or drugs prevents or limits such individual from safely performing their duties or that such active status constitutes a direct threat to the health or safety of others. Such Full-Time Sworn Personnel shall be afforded the opportunity to use all accrued Sick Leave and Vacation Time while attending a treatment program, and will be granted FMLA leave (to the extent applicable) or an unpaid leave of absence to complete such rehabilitation program after exhausting such accrued paid time off. The Village's obligation to pay for treatment for alcohol/substance abuse will be limited to services provided by the Village's medical insurance plan.

Subsection 13.14.9. Reopener.

The parties agree that if the recreational use of cannabis becomes legalized or declassified by the federal government or, in the alternative, if testing procedures are developed to accurately test for levels of impairment related to cannabis use, Section 13.14 of this Agreement shall be re-opened at the request of the Union for bargaining through impasse procedures. Full-time Sworn personnel shall then be permitted to engage in recreational use of cannabis once impact and effects bargaining is concluded in accordance with the agreement reached between the parties.

Subsection 13.14.10. Terms of Policies to Govern.

The extent of coverage under the insurance policies referenced in this Article XIII shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the Grievance Procedure set forth in this Agreement.

ARTICLE XIV.

UNIFORMS, PROTECTIVE CLOTHING, & EQUIPMENT

Section 14.1. Uniform Rules & Regulations.

- i. When reporting for duty, all Full-Time Sworn Personnel shall be in the proper uniform at the designated time and will remain in uniform until properly relieved. Any Full-Time Sworn Personnel Member reporting for duty in a soiled, unkempt, or incomplete uniform may be sent home to acquire a proper uniform or any missing parts of the uniform, and/or he/she may be directed to change into a spare uniform maintained in his/her locker. Pay shall be docked for any time involved in obtaining a proper uniform.
- ii. All Full-Time Sworn Personnel shall maintain a complete change of uniform in their locker to be used if the duty uniform becomes soiled or otherwise unfit for use.
- iii. Any uniform items that become permanently torn, soiled, or otherwise unfit for use shall be replaced and not used for duty wear.
- iv. Daily Station Uniform for Lieutenant Paramedics: Lieutenant Paramedics shall wear the proper daily uniform consisting of navy-blue pants with a belt, black shoes or boots, a white or gray t-shirt, or a white or gray polo, or a white button-

down shirt.

- v. Daily Station Uniform for Firefighter Paramedics: Firefighter Paramedics shall wear the proper daily uniform consisting of navy blue pants with a belt, black shoes or boots, a navy blue t-shirt, or navy-blue polo, or a blue button-down shirt.
- vi. Daily Station Uniform for Probationary Firefighter Paramedics: Probationary Firefighter Paramedics shall wear the proper daily uniform consisting of navy blue pants with a belt, black shoes or boots, a navy blue t-shirt, a navy-blue polo, or a blue button-down shirt.
- vii. Class B Uniform for Lieutenant Paramedics: Lieutenant Paramedics shall wear the proper Class B uniform when necessary, consisting of navy blue pants with belt, black shoes or boots, a white T-shirt, and a white short—or long-sleeve button-down shirt.
- viii. Class B Uniform for Firefighter Paramedics: Firefighter Paramedics shall wear the proper Class B uniform when necessary, consisting of navy blue pants with belt, black shoes or boots, a navy blue T-shirt, and a navy blue short—or long-sleeve button-down shirt.
- ix. Class A Dress Uniforms: All full-time sworn personnel shall wear the proper Class A dress uniform when necessary, consisting of navy-blue dress pants with belt, navy-blue dress blouse, dress shoes, black tie, and dress cap. Battalion Chiefs and Lieutenant Paramedics shall wear the white long-sleeve button-down shirt. Firefighter Paramedics shall wear the white long-sleeve button-down shirt. The button-down uniform shirt shall be buttoned up and tucked in the pants at all times.
- x. Uniform Shorts: Navy-blue uniform shorts may be worn with a belt as part of the “Daily Uniform” in place of the navy-blue uniform pants when the expected daily temperature is to exceed eighty (80) degrees Fahrenheit or above or at the discretion of the Shift Officer.
- xi. Workout clothing such as shorts, sweatpants, t-shirts, etc., may be worn while actively participating in physical fitness activities. Such clothing may also be worn during training evolutions with the permission of the Shift Officer.
- xii. Full-Time Sworn Personnel working partial shifts for another Full-Time Sworn Personnel Member shall report for duty in a daily station uniform.

- xiii. It will be the responsibility of the Shift Officer(s) to ensure that all Full-Time Sworn Personnel are outfitted in the proper uniform.
- xiv. Every two (2) years, a Full-Time Sworn Personnel Member, who is also a member of the MABAS Division XX Honor Guard team, if applicable, shall inspect the Class A Dress Uniforms of Full-Time Sworn Personnel to ensure that they are adorned with the correct badges, metals, ribbons, and/or other applicable insignia.
- xv. Full-Time Sworn Personnel performing exceptionally dirty work may be allowed to wear clothing appropriate for that type of work during the time the work is being performed.
- xvi. Class A and Class B uniforms shall be worn for details such as funerals, swearing in ceremonies, graduations, promotional ceremonies, and/or public appearances.
- xvii. Members of the Fire Prevention Bureau shall wear the appropriate color polo, button- down shirt, Job Shirt, or jacket while conducting inspections.
- xviii. Permitted baseball hats may be worn as part of the daily station uniform and shall be worn with the bill facing forward at all times.
- xix. Department issued quilted navy-blue duty jackets may be worn as part of the daily station uniform.
- xx. Cold Weather Wear: Knit/fleece hats, face masks, and other severe cold weather gear shall be navy blue or black in color without designs and allowed to be worn in severe weather situations.

Section 14.2. Permitted Uniform & Clothing Items.

Permitted uniform and clothing items shall be in accordance with the items listed in and attached hereto as Appendix C.

Section 14.3. Yearly Allowance

The Village shall allocate an annual allowance of one thousand dollars (\$1000.00) per fiscal year to each full-time sworn personnel member. This allowance is to be utilized, but not limited to, department-required uniforms, equipment, and other job-related expenses. The Fire Chief is authorized to refuse any expenses that are deemed unsuitable for the job.

Section 14.4. Protective Clothing.

All Full-Time Sworn Personnel shall wear protective clothing and use equipment and gear as directed for the hazards to which they are exposed. All Full-Time Sworn Personnel shall properly maintain the protective clothing and equipment that has been assigned to them and carry on the apparatus to which he/she has been assigned. If Full-Time Sworn Personnel choose to upgrade their boots or gloves, the difference in cost will be subtracted from their clothing allowance, pending the Chief's approval. A protective clothing washer shall be maintained at the Fire Department to assist Full-Time Sworn Personnel in maintaining their turnout coat and pants.

Each Full-Time Sworn Personnel Member assigned to fight structure fires shall be issued protective clothing and equipment that complies with all applicable NFPA standards and local requirements at the time of purchase. These items shall include:

- i. Helmet
- ii. Nomex hood
- iii. Turnout coat
- iv. Turnout pants
- v. Turnout pant suspenders
- vi. Turnout boots
- vii. Structural firefighting gloves
- viii. Vehicle extrication gloves
- ix. Self-contained breathing apparatus (SCBA) face piece, including prescription lenses if needed
- x. Safety glasses
- xi. Ear plugs

No alterations shall be made to protective clothing without the approval of the Fire Chief.

ARTICLE XV.
MAINTENANCE OF SPECIFIC WORKING CONDITIONS

During the terms of this Agreement, the Village will continue to maintain the following working conditions for Full-Time Sworn Personnel:

- i. The Employer shall continue to provide at all stations for the use of on-duty Full-Time Sworn Personnel the basic cooking utensils and equipment (e.g. kitchen

fixtures, pots and pans, stove, oven, microwave, dishes, silverware, towels, etc.) comparable to the types of equipment and utensils available at this time of ratification of this Agreement.

- ii. The Employer shall continue to supply basic cleaning and sanitizing materials (e.g. toilet paper and cleansers, hand soap, dishwasher soap, bleach, floor cleaners and waxes, etc.); the Employer reserves the right to select the brand of such basic products.
- iii. The Village agrees to allow Full-Time Sworn Personnel to utilize basic workout equipment which is purchased for use by Department members pursuant to the Foreign Fire Insurance Tax Fund. In no event shall the Village have any obligation to replace such workout equipment and the Employer may take any piece of equipment out of service if deemed to be malfunctioning.
- iv. Full-Time Sworn Personnel shall be allowed reasonable time where necessary to shop for – and prepare – meals during their shift, with the understanding that the Fire Department vehicle shall remain in service during such time.
- v. Full-Time Sworn Personnel will be given a period of one (1) hour and fifteen (15) minutes for lunch during the normal shift work day between 1100 hours and 1400 hours, call permitting.
- vi. Full-Time Sworn Personnel shall be provided with a free parking space for their own vehicle during working time.
- vii. All Full-Time Sworn Personnel shall wear seat belts in accordance with State and Federal laws.
- viii. Memos, orders, postings, and additional information may be distributed by electronic and/or means of communication by the Shift Officer.
- ix. Visitors (including civilian employees) shall be restricted to the bathroom, apparatus floor, and kitchen areas of a station unless accompanied by a Full-Time Sworn Personnel Member and/or unless granted written approval from the Fire Chief to enter restricted areas (e.g. bunkroom, locker room).
- x. All Full-Time Sworn Personnel will comply with the terms of the then-applicable ride along policies, including the receipt of waiver forms and related safety issues. If the Fire Chief or his/her designee determines there needs to be changes to the ride along S.O.G., the Fire Chief, with the help of the Union President, will meet

and discuss the revised guidelines.

None of the foregoing shall interfere with the normal operations of the Fire Department and/or limit the Employer's right pursuant to Article V of this Agreement.

ARTICLE XVI. **PROMOTIONS**

Section 16.1. General.

Promotion to the rank of Lieutenant Paramedic shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, 50 ILCS §742 (herein after referred to as the "Act"). Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act.

Section 16.2. Vacancies.

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

Section 16.3. Eligibility.

In order to be eligible for the promotional examination, a potential candidate shall meet the following requirements:

- i. He/She shall be a Bargaining Unit Member who has completed eight (8) years of full-time employment as a Firefighter Paramedic with the Schiller Park Fire Department as of the date of the promotional examination application deadline and
- ii. He/She must have accrued at least two-hundred and forty (240) hours of active and documented experience in the duties of the Lieutenant while being supervised by an on-duty Lieutenant Paramedic or accrued at least two-hundred and forty (240)

hours of active experience as an Acting Lieutenant. Priority for Bargaining Unit Members to be able to gain the above indicated documented experience in the duties of a Lieutenant will go to those who have completed the classes required for the Office of the State Fire Marshal (OSFM) Company Officer (CoFO) certification, or any successor certification that may be implemented.

- iii. Each Bargaining Unit Member eligible to take the promotional exam must submit an application to the Chief at least thirty (30) calendar days before the testing date.

Section 16.4. Notification.

Eligible Bargaining Unit Members shall be notified of the promotional process via email and posting in the Fire Department, including where application packets may be obtained. A packet or email containing all known information regarding the testing exercises, grading, and dates for such exercises shall be provided to candidates with the application. Components of the assessment center and their relative scoring shall be identified in the packet or email. Upon written request, each examinee shall have the right to review documentation of his/her scores on the assessment center upon posting the scores for that component.

Section 16.5. Rating Factors & Weights.

All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of Bargaining Unit Members on promotional lists shall be based on the points achieved by the Bargaining Unit Member on promotional examinations consisting of the following five (5) components weighted as specified:

- i. Assessment Center 45%
- ii. Written Examination 40%
- iii. Ascertained Merit 5%
- iv. Seniority 5%
- v. Fire Chief's Points 5%
- vi. Veteran's Preference Points: as required by applicable law, which will be spelled out in the application packet and will be applied following the posting of the preliminary promotion list.

Section 16.6. Administration Order of Test Components.

1. Fire Chief's Points

The Fire Chief will request input from the Battalion Chiefs and Lieutenants regarding each candidate's applications and their suitability for the Lieutenant's Paramedic position in various job-related categories, including but not limited to:

- i. leadership skills, ability to work with others,
- ii. ability to work under pressure,
- iii. ability to follow orders,
- iv. ability to give orders when serving in an acting officer capacity,
- v. ability to deal with the public in a professional manner,
- vi. ability to complete assigned tasks in a timely manner,
- vii. personal initiative,
- viii. and respect for peers.

The Fire Chief will assign up to five (5) points to each candidate. The Chief's points must be calculated and awarded before the Assessment Center and Written exam start. The issuance of the Chief's points shall not be arbitrary, capricious, or unreasonable.

2. Assessment Center

The Village and the Union shall pick a panel of qualified raters that have been mutually agreed upon by both parties to conduct an assessment center. The assessment center may include, but need not be limited to, the use of the following exercises:

- i. Problem Employee Scenario
- ii. Leaderless Group
- iii. Structured Oral Interview
- iv. Tactical Simulation

3. Written Examination

The subject matter of the written test shall test the capacity of the candidate to discharge the duties of Lieutenant Paramedic. The written test will consist of no more than one hundred (100) multiple-choice questions. These questions will encompass general and local knowledge and will be selected from chapters related to the specific geographical area in which the candidates normally serve and protect. Potential candidates shall have access to the test contents at least one hundred and eighty (180) days before the examination. The test questions shall be relevant to the rank of Lieutenant Paramedic and shall be chosen from the following listed books/documents and be clearly

defined by how many questions per book or document:

1. A Tactics and Strategy Book
2. A Basic Firefighting Essentials Book
3. An Officer Handbook
4. The Current Local 5230 Contract
5. The SPFD General Orders
6. The SPFD SOG's

4. Ascertained Merit

Ascertained merit points shall be awarded based upon the provisions of Appendix D, titled "Ascertained Merit Points". The points shall be published by the Employer at least one year prior to the date ascertained merit points are awarded. All Bargaining Unit Members eligible to compete for promotion shall be given an equal opportunity to obtain the ascertained merit points. Bargaining Unit Members shall be eligible to be awarded up to five (5) points from the points available on the worksheet schedule.

5. Seniority

Points for seniority shall be awarded to each Bargaining Unit Member with eight (8) years of active service completed as of the promotional examination application deadline. 0.5 points will be awarded for every year of service worked after eight (8) completed years, up to eighteen (18) completed years of service, up to a maximum of five (5) points.

Section 16.7. Scoring of Components.

The assessment center and written examination test scores shall be reduced by the weighting factor assigned to the respective component of the test in Section 16.5. Ascertained merit, seniority, and Fire Chief's points will be scored as described above. The scores of the five (5) components will be added together for a total score not to exceed 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest total points scored. Candidates must achieve an overall score of seventy percent (70%) to qualify for the position of Lieutenant Firefighter Paramedic. Should any ties occur, the Bargaining Unit Member with the higher seniority shall be placed higher on the list. Such ranking shall constitute the preliminary promotional list.

A candidate on the preliminary list who is eligible for veteran's preference points under the Illinois Statutes may file a written application for that preference within ten (10) days after the initial posting of the preliminary promotional list. The BFPC shall then make adjustments to the

rank order of the preliminary promotional list based on any veteran's preference points awarded. The final adjusted promotional list shall then be posted at the Fire Department.

Section 16.8. Order of Selection.

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final eligibility list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest-ranking person on the list if the appointing authority has reason to conclude that the highest-ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the final adjusted promotional list. If the highest-ranking person is passed over, the appointing authority shall document the 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 on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in Article XVII of this Agreement.

Section 16.9. Requirements Upon Promotional Appointment

Upon being promoted to the rank of Lieutenant, a Bargaining Unit Member shall have three (3) years from their respective date of promotion to obtain the Office of the State Fire Marshall (OSFM) Advanced Company Officer (Advanced CoFO) certification or any successor certification that may be implemented or any subsequent equivalent certification, if he/she has not obtained it prior to said appointment.

If the Bargaining Unit Member fails to obtain this certification within the designated three (3) year period from his/her date of promotion, the Bargaining Unit Member may be demoted back to the rank of Firefighter/Paramedic and, subsequently, will have to retest for the position of Lieutenant. Any vacancy in the rank of Lieutenant that results from such an occurrence shall be filled in accordance with the guidelines set forth in Section 16.8 of this Agreement.

Section 16.10. Maintenance of Promotional Lists.

Each final adjusted promotional list shall be effective for a period of three (3) years. The

Employer shall take reasonable, good faith steps to ensure that the BFPC maintains in effect a current eligibility list so that promotional vacancies may be filled not later than ninety (90) days after the occurrence of a vacancy to be filled.

Section 16.11. Right to Review.

Points awarded for each component of the test shall be posted or emailed immediately after the scores are tabulated. The final review of each candidate's results shall be made available for inspection within sixty (60) days of the posting or emailing of the preliminary promotional list. Such a review shall include the opportunity to review the results of all elements utilized in assigning the points awarded on each component of the exam.

Any affected Bargaining Unit Member who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotional list, or veteran's preference shall be entitled to a review of the matter with the appointing authority. Any disputes as to such matters or the administration of the examination consistent with the terms of this Article may be resolved and remedied by filing a grievance as provided by Article XVII of this Agreement or as provided by law.

After the exam, the Fire Chief may conduct a thorough review with the members who took the test to gather their valuable feedback on the process, identifying what went well and areas that require improvement. This robust review process will effectively maintain the integrity of the exam and ensure a fair and transparent process.

Section 16.12. Non-Waiver.

Unless specifically provided in this Article, the Article shall not be construed as waiving Sections 5, 10 (a) (b) (c) (d) and 65 of the Fire Department Promotion Act (FDPA).

**ARTICLE XVII.
GRIEVANCE PROCEDURE**

Section 17.1. Definition of Grievance.

A grievance is defined as a dispute or complaint arising under and during the terms of this Agreement that there has been an alleged violation, misinterpretation, or misapplication of an express provision of this Agreement.

Section 17.2. Grievance Committee Representatives.

The Union shall designate a committee which shall represent the Bargaining Unit Members covered hereunder with regard to all matters pertaining to the grievance procedure. These Bargaining Unit Members shall hereafter be referred to as the Grievance Committee.

Section 17.3. Grievance Procedure.

The parties acknowledge that it is usually most desirable for a Bargaining Unit Member and his/her immediate supervisor to resolve issues through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

Step 1:

The Union Grievance Committee or any Bargaining Unit Member who has a grievance shall submit the grievance in writing to the Fire Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the specific provision or provisions of this Agreement that are alleged to have been violated, and the specific relief requested. All grievances must be presented to the Fire Chief no later than fourteen (14) calendar days from the date of the occurrence of the event first giving rise to the grievance or within fourteen (14) calendar days of when any affected Bargaining Unit Member, through the use of reasonable diligence, could have known of the occurrence of the event giving rise to the grievance. The Fire Chief shall render a written response to the grievant within fourteen (14) calendar days after the grievance is presented, unless extended by agreement of the parties. If the Fire Chief does not render a decision within the time period, the grievance shall be deemed denied as of the fifteenth (15th) calendar day. Any issue not raised by the grievant at this initial step may not be presented at any subsequent step.

Step 2:

If the grievance is not settled at Step 1 and the Union or the Bargaining Unit Member wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Village Manager within fourteen (14) calendar days after receipt of the Fire Chief's answer in Step 1, or within fourteen (14) calendar days of when the answer was due in Step 1. The Village Manager shall investigate the grievance and shall render a written response to the grievant within thirty (30) calendar days after the Step 2 grievance is presented, unless extended by written agreement of the parties. If the Village Manager does not render a written decision and deliver the decision to the grievance within this thirty (30) day time period, the Union, not an individual Bargaining Unit

Member, may refer the grievance to arbitration.

Step 3:

Only the Union may refer an individual's grievance to final and binding arbitration. It may do so by giving notice to the Employer that it is referring the matter to final and binding arbitration.

Section 17.4. Employee Right to Self-Representation.

Nothing in this Agreement prevents a Bargaining Unit Member from presenting a grievance to the Employer and having the grievance heard without the intervention of the Union, provided that a Union officer is afforded the opportunity to be present at any conference and that any settlement made shall not be inconsistent with terms of this Agreement. The individual grievance may be settled by the Bargaining Unit Member only with the consent of the Union.

However, only the Union may advance a grievance to arbitration. If the Bargaining Unit Member refuses Union representation, they must sign a Declination of Union Representation Form at the same time of any meeting with the Employer, with a copy provided to the Union President for their records.

Section 17.5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted and thereafter processed within the time limits set forth in this Article. If a grievance is not presented by the Bargaining Unit Member or Union within such time limits, it shall be considered waived and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any written agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits or an agreed-upon extension thereof, the grievance shall be treated as denied at that step and may be timely appealed to the next step. The parties may, by mutual agreement in writing, extend any of the time limits set forth in this Article.

Section 17.6. Arbitration.

If the grievance is not settled at Step 2 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration, as described below, by delivering a written request (e-mail shall suffice) for arbitration to the Fire Chief within fourteen (14) calendar days of receipt of the Village Manager's written answer as provided or within fourteen (14) calendar days of when the answer was due.

The arbitration procedure shall adhere to the following guidelines:

- i. The parties shall attempt to agree upon an arbitrator within fourteen (14) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within the fourteen (14) calendar day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, each of whom must be a member of the National Academy of Arbitrators with an office in Illinois, Indiana, or Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike three (3) names from the panel. The parties shall determine which party shall strike the first name via a coin toss with the winner of the coin toss given the option to decide which party strikes the first name. The parties shall then alternatively strike names until one (1) name remains on the panel, and that remaining person shall be the arbitrator.
- ii. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives and witnesses.
- iii. The Employer and the Union shall have the right to request that the arbitrator require the presence of witnesses or documents. The Employer and the Union retain the right to employ legal counsel.
- iv. More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- v. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator, if any, shall be divided equally between the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses and purchasing its own copy of the transcript if so desired.

Section 17.7. Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue(s) raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. No decision or remedy proposed by the arbitrator

shall be retroactive beyond the time limits set forth in Step 1 of the grievance procedure. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable state or federal laws, or of rules and regulations of state or federal administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this section shall be final and binding on the Village, the Union, and the Bargaining Unit Members covered by this Agreement.

Section 17.8. Discipline.

The Employer may institute disciplinary action against any Bargaining Unit Member that may include, but is not limited to, the following penalties: oral reprimand, written reprimand, suspension, or discharge. The Employer agrees with the tenets of progressive discipline in appropriate cases. In all cases, discipline shall only be for just cause.

It is understood that (a) oral and written reprimands are not subject to the grievance and/or arbitration provisions of this Agreement; suspensions and discharge are subject to the grievance and/or arbitration provision of this Agreement; (b) the Employer's institution of suspension or discharge is authorized by 65 ICLS 5/10-2.1-17 and the Rules and Regulations of the Village's BFPC. There is nothing that requires the Employer to follow a practice of progressive discipline when the circumstances justify a more serious penalty or skipping of earlier steps. Should the Union decline to advance a just cause disciplinary grievance to final and binding arbitration, or if the Bargaining Unit Member elects to have his/her discipline heard before the BFPC, then the grievance arbitration procedure shall be closed and the Bargaining Unit Member shall only have his/her just cause discipline heard before the BFPC.

Upon receipt of a notice of disciplinary action involving a suspension or dismissal or the filing of charges by the Fire Chief with the BFPC seeking a suspension greater than thirty (30) days or dismissal or removal of the Bargaining Unit Member, the Bargaining Unit Member (with approval of the Union) may elect to appeal the disciplinary action or filing of charges by filing a written grievance no later than fourteen (14) calendar days from the date of the disciplinary action or filing of charges (whichever is earlier).

Section 17.9. Investigations.

The Employer shall comply with the requirements of the Firemen's Disciplinary Act, 50 ICLS 745 and the requirements of the Illinois Public Labor Relations Act, when applicable.

Section 17.10. Board of Fire and Police Commissioners (BFPC) Authority.

The parties recognize that the BFPC has certain statutory authority over Bargaining Unit Members covered by this Agreement as defined by the Illinois Municipal Code, 65 ICLS 5/10- 2.1-1 *et. seq.* The Agreement is nevertheless intended to supplement the authority of the BFPC by providing non-probationary Bargaining Unit Members with the right to choose between having a dispute as to disciplinary action resolved through the grievance/arbitration procedure of this Agreement (for suspension and discharge only and, also, with approval of the Union) or by a hearing conducted by the BFPC. Accordingly, the parties agree that if a disciplinary matter as to which a grievance has been filed related to suspension or discharge is not resolved at the appropriate step of the grievance procedure, the Bargaining Unit Member shall have the right to choose to have the dispute heard before the BFPC or to continue an appeal throughout the grievance procedure as described in Section 17.3 of this Agreement, with approval of the Union. The filing of a notice with the Village by the Union to refer the grievance to arbitration as described in Section 17.6 shall constitute notice of the Bargaining Unit Member's election, and Union approval, to appeal the disciplinary dispute through the grievance arbitration procedure and to waive any hearing before the BFPC. Conversely, the failure to file such notice by the Union, shall constitute a waiver of the grievance appeal and the Bargaining Unit Member shall have the dispute heard by the BFPC. Only the Union may advance a disciplinary matter to final and binding arbitration and, if the Union chooses not to do so, then the matter shall be heard by the BFPC. In the event of any conflicts between this procedure and any Village ordinances or BFPC rules and regulations, the provisions of this Agreement shall take precedence.

ARTICLE XVIII.
MISCELLANEOUS

Section 18.1. Trade Days.

Full-Time Sworn Personnel may trade duty shifts in accordance with procedures in this section provided it does not result in overtime expense to the Village. The trade policy is intended for any Full-Time Sworn Personnel that work on twenty-four (24) hour shifts. Trade Days are designed to allow Full-Time Sworn Personnel time off when other means are unavailable (as referenced in Section 11.6). These Trade Days may be suspended or removed if a Full-Time Sworn Personnel Member violates departmental procedures or the below guidelines.

The Trade Day program will follow these guidelines:

- i. To ensure the continuity and smooth operation of the shift all trades should be available for approval prior to 0700 hours of the first day of the trade;
- ii. If, due to unanticipated circumstances, the request cannot be submitted prior to 0700 hours the Shift Officer will approve the trade as long as a qualified Full-Time Sworn Personnel Member is available to work the day. These trade requests will be subject to review by the Shift Officer and any abuse of this Trade Day program will be subject to disciplinary action and/or revocation of privilege in the future;
- iii. Trade Days that cause a Callback will be denied or canceled;
- iv. The Full-Time Sworn Personnel Member who is requesting the Trade Day may only trade shifts with another Full-Time Sworn Personnel Member who is capable of doing the same job requirements based on the Shift Officer's determination;
- v. The Full-Time Sworn Personnel Member who provides relief on the day of the trade has the responsibility to show up for that specific shift;
- vi. If, for any reason, the fill-in does not complete his/her requirements, the fill-in Full-Time Sworn Personnel Member shall be docked twenty-four (24) hours of Sick Leave from their respective Sick Leave bank; and/or
- vii. The Fire Department shall not bear the responsibility for any Trade Days that are not honored, such as, due to an injury where a Full-Time Sworn Personnel Member cannot complete his/her part of the Trade Day agreement.

Section 18.2. Shift Change.

The Fire Department's established practice is for the Fire Chief to make station and shift assignments every year, or as agreed upon by management and the Union. Full-Time Sworn Personnel shall have the opportunity to express their preferences as to their shift assignments. Full-Time Sworn Personnel shall have a minimum of thirty (30) days prior to the date the shift assignment occurs to submit requests.

The Fire Chief shall first consider shift assignments. Assignments shall be granted by seniority, and for Lieutenant Paramedics by seniority in rank, as often as possible. However, the parties acknowledge and recognize that other factors shall be considered in making shift assignments. Such factors include but shall not be limited to, the following:

- i. Legitimate operational concerns of management
- ii. Full-Time Sworn Personnel Member's training and certification

- iii. Realization of established goals and objectives of the Fire Department
- iv. The seniority of Full-Time Sworn Personnel
- v. The value of maintaining cohesive work teams

The parties further acknowledge that station and shift transfer shall not be made solely for punitive reasons.

Section 18.3. Class Attendance.

If staffing falls below the designated shift staffing levels due to a Full-Time Sworn Personnel Member's attendance at a class paid for by the Employer, the Employer shall fill the vacancy to meet minimum staffing.

Full-Time Sworn Personnel who attend a class will be designated by the Employer to either:

- i. Return to duty after his/her class has ended for the day, if he/she is scheduled to be on shift, unless otherwise agreed upon with the Fire Chief, or
- ii. Take a forty (40) hour work week (if the class length is one (1) week). The Full-Time Sworn Personnel Member would not be required to return to shift after his/her class has ended for the day, if he/she is scheduled to be on shift. None of the forty (40) hour work week for class attendance shall be paid an overtime rate.

Full-Time Sworn Personnel shall be compensated at the overtime rate for all hours of class attendance on days in which he/she is not scheduled to be on shift unless the Full-Time Sworn Personnel Member is assigned a forty (40) hour work week referenced in this Section.

Subsection 18.3.1. Associated Cost Reimbursement.

If a Village vehicle is not available, the Village shall reimburse Full-Time Sworn Personnel for reasonable and necessary costs actually incurred if using his/her own personal vehicle to attend a required class. The Village also will reimburse Full-Time Sworn Personnel for reasonable and necessary expenses actually incurred for approved meals and lodging while attending required training pursuant to the then applicable Internal Revenue Service (IRS) guidelines. All requests for reimbursement shall be submitted to the Fire Chief for final approval; Full-Time Sworn Personnel are encouraged to discuss parameters in advance.

Section 18.4. Personnel File.

The Village agrees to abide by the lawful requirements of the Illinois Personnel Record Review Act, 820 ILCS 40/1.

Section 18.5. Discipline Records.

At the Full-Time Sworn Personnel Member's request (a) verbal reprimands reduced in writing after a period of one (1) year, (b) written reprimands reduced in writing after a period of two (2) years, and (c) suspensions of twenty-three (23) hours or less after a period of three (3) years cannot be used as the basis for progressive discipline for any future disciplinary matters. At no time may any of the aforementioned disciplinary documentation be removed from any Full-Time Sworn Personnel Member's personnel file.

Section 18.6. Residency.

All full-time sworn personnel, upon successful completion of their probationary period, are required, as a condition of continued employment, to establish residence within the geographical boundaries in effect at the time of this Agreement's ratification. These boundaries are delineated as follows: to the north, Wisconsin; to the east, Indiana and to the west, Interstate I-39/US Route 51; and to the south, Interstate 80.

This relocation must be completed within 180 days of fulfilling the probationary period.

Section 18.7. Physical Fitness.

The parties agree that physical fitness is an important and necessary component to the overall health and safety of all Full-Time Sworn Personnel. The Employer shall allow Full-Time Sworn Personnel to perform physical fitness after the Full-Time Sworn Personnel Member's workday has ended.

Section 18.8. Extreme Weather.

The parties agree that during extreme weather conditions, it is desirable to prevent illnesses and injuries that may be associated with the conditions, and avoid situations that may reduce the full capacity of Full-Time Personnel to respond to any emergencies. At the same time, the business of the Department must continue.

It is recognized that, during extreme outdoor weather conditions as determined by the Shift Officer, exposure to strenuous training evolutions or other similar non-emergency duties, or unprotected exposure to the weather, is undesirable.

Similarly, when extreme temperature conditions are present in the fire station due to the absence or malfunction of indoor temperature-control device (i.e. air conditioning or heating), such are cause for consideration of altered plans for strenuous training or activity.

Section 18.9. Audio & Visual Recording Equipment.

The parties agree that the use of visual recording equipment may continue in the Fire Department apparatuses and/or vehicles. Any visual recording equipment equipped with audio capturing capabilities, and any audio capturing equipment that may be installed in the future, shall have said audio capabilities disabled unless the Union and Full-Time Sworn Personnel are notified in advance, in writing, of activation of the audio capturing equipment. The Village agrees that, if the audio capabilities were to be enabled without such prior notification and, as a result, audio was captured, said audio recordings shall not be used as the basis for discipline of any Full-Time Sworn Personnel.

The data captured by these devices related to the possible discipline of Full-Time Sworn Personnel may only be accessed in the presence of the Fire Chief, and the Union President shall be notified by the Fire Chief and be allowed to review the recording in conjunction with review of all other related evidence.

Section 18.10. Community Events.

The Village or Fire Chief shall advise in writing, email, or orally of the attendance of on-duty Full-Time Sworn Personnel to specific community events to which they are being assigned when such events occur beyond the normal workday as defined in Section 8.3 of this Agreement. Whenever reasonably possible, an oral notification will be confirmed in writing/email within twenty-four hours (24) from the original notification. The Village also agrees that any out of town event will be an overtime or volunteered assignment. At no time will any front running apparatus be used for any out of town community events. Any apparatus used for out of town events shall be any backup apparatus.

At any time, the Fire Department's required daily duties and training may take precedence over any event, as determined by the Fire Chief or, in his/her absence, the Shift Officer. The Fire Chief or Shift Officer will determine if any duty assignments, including apparatus checks; daily, weekly, monthly inventories; training; hydrant testing; inspections; and any other duties can be adjusted to accommodate the event request.

Full-Time Sworn Personnel will attend the event as directed, and attendance of Full-Time Sworn Personnel may be rotated to minimize or avoid delays in other duties and prevent Full-Time Sworn Personnel from not getting relieved at such events for extended periods of time. If at any point, an emergency call or priority assignment is received by the Full-Time Sworn Personnel during the event, they are to respond to the emergency accordingly.

In the event that any Full-Time Sworn Personnel Member is asked to work beyond their normal "workday" hours, as defined in Section 8.3, both parties agree that the hours worked beyond those defined as the normal "workday" hours will be compensated back to the affected Full-Time Sworn Personnel Member(s) through a commensurate reduction of their required normal "workday" hours within a reasonable amount of time from said occurrence, as determined by the Shift Officer.

Section 18.11. Secondary Employment.

For the reasons stated below, the Village and Union agree no Full-Time Sworn Personnel shall perform active firefighting and/or EMS duties for jurisdictions operating either a paid or volunteer fire department other than that of the Village of Schiller Park. Those reasons are as follows:

- i. The provision of the fire protection services and EMS services to the public are a dangerous occupation requiring highly trained, physically capable personnel using appropriate methods and equipment under the direction of experienced supervisors. As such, the performance of fire protection duties without the requisite training, methods, equipment, and/or supervision may threaten the health and well-being of Full-Time Sworn Personnel and the public.
- ii. Full-Time Sworn Personnel who perform fire protection services and/or EMS duties on a voluntary basis or as a result of outside employment are subject to increased exposure to hazardous conditions that may result in a greater incidence of illness and/or injury. Consequently, the performance of such duties for other municipalities or protection districts may have a direct bearing on a Full-Time Sworn Personnel's ability to perform fire protection duties for the Village of Schiller Park.
- iii. State statute has established a presumptive causal relationship between a Full-Time Sworn Personnel's fire suppression duties and certain heart and lung disabilities that Full-Time Sworn Personnel may develop. The Village and its taxpayers are financially liable for the Full-Time Sworn Personnel's duty disability benefits and must be confident that such disabilities are the result of the Full-Time Sworn Personnel's work for the Village and not for another municipality or fire protection district.
- iv. The prohibition against Full-Time Sworn Personnel of the Schiller Park Fire

Department from performing fire protection services and/or EMS duties for jurisdictions other than the Village of Schiller Park shall be in effect upon ratification of this Agreement.

Section 18.12. Bulletin Boards.

The Village agrees to furnish suitable space for a Union bulletin board in a convenient place in each station to be used only by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The Employer reserves the right to remove any posting that is offensive, insulting, and/or in violation of any policy applicable to Village employees.

Section 18.13. Smoking.

It is the policy of the Employer to comply with the Illinois Clean Air Act and Smoke Free Illinois Act and to accommodate the preferences of non-smokers in the Village's buildings, facilities, and vehicles and to provide a healthy work environment for all employees and visitors of the Village. Therefore, smoking (including chewing tobacco, smoking/consumption of cannabis, or vaping any substance) is prohibited in all parts of all Village buildings and all areas outside of Village buildings that are within fifteen (15) feet of an entrance, exit, a window that opens, and any ventilation intakes. Smoking is only allowed where permitted by Illinois law (i.e. outdoor areas that are at least fifteen (15) feet from any of the areas designated above). In addition, please note that littering cigarette butts or similar debris is also prohibited. It is the responsibility of all Full-Time Sworn Personnel to properly dispose of this type of debris if they choose to smoke at an approved location.

In addition, there shall be no smoking in any Village owned and/or operated motor vehicle. Smoking shall be prohibited in all trucks, maintenance equipment, Department vehicles, and apparatus, as well as in any other vehicle that is owned, leased, and/or operated by the Village.

Section 18.14. Subcontracting.

The Village shall not subcontract out for any services provided for by bargaining unit members.

ARTICLE XIX.
LABOR-MANAGEMENT MEETINGS

At the request of either party, the President of the Union and the Fire Chief or his/her designee(s) agree to meet from time to time to discuss matters of mutual concern that do not involve negotiations. Each party may invite representatives, not to exceed three (3), to attend such meetings.

The party requesting the labor/management meeting shall submit a written agenda of the

items it wishes to discuss at least three (3) days prior to the date of the scheduled labor/management meeting. This Article shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement.

If a Labor/Management meeting is scheduled during a Bargaining Unit Member's normal and regularly scheduled working hours and the Bargaining Unit Member would otherwise have been scheduled to be working, the Bargaining Unit Member shall be permitted to attend during those hours without loss of pay.

ARTICLE XX.

SAVINGS CLAUSE

In the event any Article, Section, or portion of this Agreement shall be held invalid and unenforceable by a board, agency or court of competent jurisdiction, or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to 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.

ARTICLE XXI.

DURATION

Section 21.1. Terms of Agreement.

This Agreement shall be effective from 5/1/2025 and shall remain in full force and effect until 4/30/2031. It shall continue in effect from year to year thereafter unless either party shall notify the other in writing not less than thirty (30) days prior to the anniversary date that it desires to modify or terminate this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt. In the event that such notice is given, negotiations shall begin no later than ten (10) days prior to the anniversary date unless modified by mutual agreement.

Section 21.2. 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 procedure are continuing for a new Agreement or part thereof between the parties.

VILLAGE OF SCHILLER PARK

**SCHILLER PARK FIREFIGHTERS
LOCAL 5230, I.A.F.F., AFL-CIO**

By: _____
Village President

By: _____
Local 5230 President

Date: _____

Date: _____

By: _____
Local 5230 Vice President

Date: _____

APPENDIX A

STEP PAY SYSTEM

Salary & Annual Step Movement Schedule (5/1/2025 - 4/30/2031)							
Fire Fighter/Paramedics	5/1/2024	5/1/2025	5/1/2026	5/1/2027	5/1/2028	5/1/2029	5/1/2030
		3.00%	3.00%	3.00%	3.00%	2.75%	2.75%
Years Completed	Base Salary	Base Salary	Base Salary	Base Salary	Base Salary	Base Salary	Base Salary
Start	\$78,561	\$80,918	\$83,346	\$85,846	\$88,421	\$90,853	\$93,352
6 months	\$80,437	\$82,850	\$85,335	\$87,895	\$90,532	\$93,022	\$95,580
1	\$82,532	\$85,008	\$87,558	\$90,185	\$92,890	\$95,445	\$98,070
2	\$86,240	\$88,827	\$91,492	\$94,237	\$97,064	\$99,733	\$102,476
3	\$90,369	\$93,080	\$95,872	\$98,748	\$101,711	\$104,508	\$107,382
4	\$94,705	\$97,546	\$100,472	\$103,486	\$106,591	\$109,522	\$112,534
5	\$99,256	\$102,234	\$105,301	\$108,460	\$111,714	\$114,786	\$117,942
6	\$104,034	\$107,155	\$110,369	\$113,680	\$117,091	\$120,311	\$123,619
7	\$106,114	\$109,298	\$112,577	\$115,954	\$119,433	\$122,717	\$126,092
8-11	\$107,154	\$110,369	\$113,680	\$117,090	\$120,603	\$123,920	\$127,327
12-14	\$108,195	\$111,441	\$114,784	\$118,228	\$121,775	\$125,123	\$128,564
15	\$110,541	\$113,857	\$117,272	\$120,791	\$124,414	\$127,836	\$131,351
16-19	\$113,729	\$117,141	\$120,655	\$124,275	\$128,003	\$131,523	\$135,140
20	\$114,792	\$118,236	\$121,783	\$125,437	\$129,200	\$132,753	\$136,403

Salary & Annual Step Movement Schedule (5/1/2025 - 4/30/2031)							
Lieutenant/Paramedics	5/1/2024	5/1/2025	5/1/2026	5/1/2027	5/1/2028	5/1/2029	5/1/2030
		3.00%	3.00%	3.00%	3.00%	2.75%	2.75%
Years Completed	Base Salary	Base Salary	Base Salary	Base Salary	Base Salary	Base Salary	Base Salary
Start	\$119,946	\$123,545	\$127,251	\$131,069	\$135,001	\$138,713	\$142,528
7	\$122,566	\$126,243	\$130,030	\$133,931	\$137,949	\$141,742	\$145,640
8-11	\$123,544	\$127,251	\$131,068	\$135,000	\$139,050	\$142,874	\$146,803
12-14	\$124,744	\$128,486	\$132,340	\$136,311	\$140,400	\$144,261	\$148,228
15	\$127,468	\$131,292	\$135,231	\$139,288	\$143,467	\$147,412	\$151,466
16-19	\$131,145	\$135,080	\$139,132	\$143,306	\$147,605	\$151,664	\$155,835
20	\$132,371	\$136,342	\$140,433	\$144,646	\$148,985	\$153,082	\$157,292

APPENDIX B

VACATION & KELLY DAY SELECTION

Vacation and Kelly Days for any fiscal year will be selected by the following process, which will begin in January prior to the start of that fiscal year. The process includes one (1) Round of Kelly Day selections and two (2) rounds of Vacation selections per shift. There is no saving of Vacation nor Kelly Days – all days must be selected during the following process:

- i. Each shift will have one (1) calendar that will be filled-in as described below. There will be a master calendar that will include every day, which will be a compilation of the three (3) shift calendars.
- ii. Only two (2) Full-Time Sworn Personnel are allowed to schedule a Vacation or Kelly Day on any single day in the calendar, with only one (1) Lieutenant Paramedic or Battalion Chief allowed to be on Vacation or Kelly Day leave at a time on the same shift day.
- iii. The Battalion Chief on each shift will pick first in each round, followed by the Lieutenant Paramedic, followed by each Firefighter Paramedic on the shift in order of seniority. When it is a Full-Time Sworn Personnel Member's turn to pick; he/she must make his/her leave selection and return it to the Shift Officer no later than the shift's next scheduled work shift for entry into the calendar.
- iv. Kelly Day Selection: Each Full-Time Sworn Personnel may select their Kelly Days when it is their turn to pick; the top twelve (12) most senior Full-Time Sworn Personnel will get fourteen (14) Kelly Days and will initially select thirteen (13) Kelly Days when it is their turn to pick, with the remainder having thirteen (13) Kelly Days to pick. All Full-Time Sworn Personnel will put their Kelly Days in the FLSA work cycles, if applicable. One (1) Kelly Day is allowed in each work cycle, and only one Full Time Sworn Personnel can be off on a Kelly Day at a time. Once all Kelly Days are chosen, the calendar will be returned to the Battalion Chief to have selections entered into the master calendar. After processing, the calendar will be returned to the shift for the first round of Vacation Selection.
- v. Once all Full-Time Sworn Personnel have selected their Kelly Days and vacation picks, the top twelve (12) most senior Full-Time Sworn Personnel can select their fourteenth (14) Kelly Day in any available slot.
- vi. Full-time sworn personnel will be prohibited from working their scheduled Kelly Days via a callback or scheduled overtime. In the event of a callback, any full-time sworn

personnel member who is on a scheduled Kelly Day shall be exempt from a callback while maintaining their overall callback position.

- vii. Vacation Selection (Round 1): Full-time sworn Personnel may only select up to three (3) weeks (9 shifts) of Vacation in Round 1. After the Vacation Selection (Round 1), a shift's calendar will be returned to the Fire Chief to have selections entered into the master calendar. After processing, the calendar will be returned to the shift for the Vacation Selection (Round 2).
- viii. Vacation Selection (Round 2): Full-Time Sworn Personnel shall select his/her remaining Vacation Time. After Vacation Selection (Round 2), a shift's calendar will be returned to the Fire Chief to have selections entered into the master calendar.
- ix. A Full-Time Sworn Personnel Member who will reach an anniversary date where there is an additional week of Vacation Time to be deposited into the accrued Vacation Time pursuant to Section 11.1 of this Agreement shall schedule such additional Vacation Time on dates that are after the anniversary date in the fiscal year.
- x. Moving or trading of selected Kelly Days or Vacation is not allowed until the master calendar is finalized by the Fire Chief. Movement or trading of selected days, if approved, may only be in full shift (24-hour) increments. Requests for moving or trading of Kelly Days or Vacation must be submitted and approved through the Department's attendance-tracking system. Full-Time Sworn Personnel may only move or trade a Kelly Day within the same FLSA work cycle.

APPENDIX C
PERMITTED UNIFORM & CLOTHING ITEMS

The following clothing items will be available in the approved store once approved by the Fire Chief. Clothing brands may change based on stock availability or cost.

- Boston Leather 1 ¾" Garrison Leather Belt – 6505
- Elbeco Tex Trop Long Sleeve Shirt – White 310
- Elbeco Top Authority 4-Pocket Single-Breasted Blousecoats – DC13800
- Elbeco Top Authority Dress Trousers – E8941
- Men's High Gloss Duty Shoes – E22141
- Newport Harbor Darien Overcoat – 761MT
- Round Style Cap
- Black Tie – clip-on
- Tie Bar – polished silver or gold
- Dry Blend Short and Long Sleeve Navy Blue, Grey or White Tee with Dept. logo
- Elbeco Mens Navy Paragon Plus Long Sleeve Shirt – P824
- Elbeco Mens White Paragon Plus Short Sleeve Shirt – P867
- Short (or Long) Sleeve, Navy Blue, Grey or White Polo with Dept. Patches
- Navy Blue duty Shorts
- Elbeco TekTwill Trousers for Men – E2804R
- 5.11 Dark Navy Blue Tactical Pants
- 5.11 Dark Navy Blue Tactical Women's Pants
- SPFD embroidered flex fit/ snapback baseball cap
- Maltese cross-embroidered baseball cap
- Winter Hat with department logo or SPFD lettering.
- Blauer Waist Length Jacket with Fleece Line – 9845-50
- 5.11 Tactical Navy Job Shirt with Embroidery – 72314
- Workout Shorts.
- Under Armour Tech Workout Short and Long Sleeve Shirt with department logo.
- Navy Blue Hoody with department logo.
- Navy Blue Hoody with Zipper with department logo.
- NavyBlue Sweatpants with department logo.
- Black Shoes or Boots
- Black Belt
- Charity sponsored T-Shirts & Hats
- Union-sponsored T-Shirts, Apparel, & Hats

APPENDIX D
ASCERTAINED MERIT POINTS

Ascertained Merit: Points for ascertained merit will be awarded according to the following schedule:

Points Awarded

College: Points to be awarded only for the highest degree obtained (e.g. Associate's degree and Bachelor's degree equals 2.0 points)

	Points Awarded
Associate's Degree	1.0
Associate's Degree Fire/Emergency Related Subject	1.5
Bachelor's Degree	2.0
Bachelor's Degree Fire/Emergency Related Subject	2.5
MA or MS or DR Degree	3.0
MA or MS or DR Degree in Fire/Emergency Related Subject	3.5
Maximum	3.5

Fire Officer Certifications:

Company Fire Officer or OSFM Equivalent	1.5
Advanced Fire Officer or OSFM Equivalent	2.5
Maximum	2.5

Candidates will be awarded points to a maximum of five (5) from the above schedule and the candidate must submit proof of said certifications and/or degrees by the application deadline date. The final list of ascertained merit points will be posted prior to the date of the seniority points posting.

APPENDIX F
USING THE VOSP BOARD ROOM FOR UNION MEETINGS:

It is further agreed that due to the unique nature of the Fire Department and the necessity of certain vehicles and equipment needed according to certain emergency calls, and, in contemplation that on-duty staff attend union meetings and may be required to leave meetings to respond to emergency calls, the Union is hereby allowed use of the Employer's board room for their Union meetings so long as they do not conflict or interfere with any of the Employer's events or meetings.

An authorized representative of the Union shall provide the Village Clerk with a written request to use the board room no later than two business days prior to the date of the proposed meeting and, if the board room is not scheduled to be used at the proposed time, the union will be allowed to use the board room. Notwithstanding the foregoing, in the event a scheduling conflict arises, the Employer shall prevail in the use of the board room.

APPENDIX G

FLSA 7(G) WORK ASSIGNMENTS AND AGREEMENT

Pursuant to the statutory provisions of Section 7(g)(2) of the Fair Labor Standards Act, 29 U.S.C. §207(g)(2), and in consideration of the mutual covenants, undertakings, and agreements hereinafter made, the parties agree as follows:

i. The Village of Schiller Park employs both Battalion Chiefs and Bargaining Unit Members as Firefighters/Paramedics; however, the Union only represents the Bargaining Unit Members. Bargaining Unit Members are paid at a regular and bona fide rate pursuant to Appendix A of this Collective Bargaining Agreement (the “CBA”).

ii. At times, Bargaining Union Members and Battalion Chiefs (“*Full-Time Sworn Personnel*”) may also work for the Schiller Park Fire Department in a voluntary non-firefighting, off-duty assignment capacity related to 7(g) Fire Department Assignments & Programs.

A. 7G WORK ASSIGNMENTS:

It is understood that current Full-Time Sworn Personnel will be offered the opportunity to work any of the 7(g) work assignments listed under paragraph A(1)(a). The Village may offer Full-Time Sworn Personnel the opportunity to work any of the 7(g) work assignments listed under paragraph A(1)(b) to supplement assignments performed by non-bargaining unit members. Current Full-Time Sworn Personnel who participate in this program must sign the agreement for 7(g) participation, attached hereto as Exhibit No. 1, and will be required to meet the standards for participation set forth by the Chief or his/her designee.

At his/her discretion, the Fire Chief shall set the work hours, the number of days a week, and the number of people participating in the 7(g) program.

1. The Union and the Village agree that Full-Time Sworn Personnel shall be compensated at the bona fide 7(g) overtime rates set forth in paragraph A(2)(a) when Full-Time Sworn Personnel perform voluntary non-firefighting, off-duty assignments for the following assignments:

(a) Fire Inspection Bureau (FIB) inspections. The Village and the Union may mutually agree to add to or modify assignments to this agreement.

(b) Additionally, the Village of Schiller Park can utilize the 7(g) program and the members covered under this agreement for other non-firefighting Village work, including snow removal and/or conducting inspections for the Building Department. Such work is designed solely to supplement assignments performed by non-bargaining unit members. The Chief shall have discretion to assign bargaining unit members to this category.

2. (a) In accordance with FLSA Section 7(g), the Union and the Village agree that when a Full-Time Sworn Personnel person performs voluntary non-firefighting, off-duty assignments listed in paragraphs A(1)(a) and A(1)b), Full-Time Sworn Personnel shall be paid bi-weekly and compensated at the bona fide 7(g) overtime rate as follows:

Effective Date	Hourly Rate	Overtime Hourly Rate
<u>Effective 5/1/25</u>	<u>\$20.67</u>	<u>\$31.00 /hour</u>
<u>Effective 5/1/26</u>	<u>\$20.83</u>	<u>\$31.25 /hour</u>
<u>Effective 5/1/27</u>	<u>\$21.00</u>	<u>\$31.50 /hour</u>
<u>Effective 5/1/28</u>	<u>\$21.17</u>	<u>\$31.75 /hour</u>
<u>Effective 5/1/29</u>	<u>\$21.33</u>	<u>\$32.00 /hour</u>
<u>Effective 5/1/30</u>	<u>\$21.50</u>	<u>\$32.25 /hour</u>

Furthermore, it is understood that the hourly rate and, as a consequence, the overtime hourly rate shall be negotiated in good faith by both parties during negotiations hereafter.

i. The compensation for the coordinator position under this agreement shall be a minimum of \$1.00 per hour above the listed wages for all hours worked as Coordinator of 7(g) to account for their roles and responsibilities. The position of 7(g) Coordinator must be full-time sworn personnel.

ii. Inspectors with their Fire Inspector 1 certification will receive an additional \$0.50 per hour in addition to the wages listed in the chart above.

(b) In the event that a fire or emergency call occurs at a time when a Full-Time Sworn Personnel is performing a 7(g) work assignment, he/she may be recalled to a regular duty assignment or may be used on a temporary basis as a hire back. Upon reverting back to their Fire Department role, the 7(g) rate of pay shall be suspended and the Full-Time Sworn Personnel will be compensated at 1.5x their straight normal hourly rate of pay, with a minimum of thirty (30) minutes guaranteed; beyond thirty (30) minutes, Full-Time Sworn Personnel will be paid out in

fifteen (15) minute increments thereafter until the callback has been canceled. After the callback is complete, the Full Time Sworn Personnel may be returned to their respective 7(g) assignment and respective rate of pay if there remains work yet to be completed.

3. All current Full-Time Sworn Personnel will be required to wear the appropriate uniform as listed under Section 14.1.xvii of the Collective Bargaining Agreement (CBA) between the Village of Schiller Park and the Schiller Park Firefighters Local 5230, I.A.F.F., AFL CIO while performing FIB inspections.

4. The Village agrees, when available, to provide all current Full-Time Sworn Personnel working in the FIB with a vehicle capable of responding to emergency scenes using lights and sirens. Current Full-Time Sworn Personnel working in the FIB will be required to have full PPE in the car at all times, including the following:

- a. Helmet
- b. Nomex hood
- c. Turnout coat
- d. Turnout pants
- e. Turnout boots
- f. Structural firefighting gloves
- g. SCBA facepiece
- h. Fire Department-issued radio

5. Any current Full-Time Sworn Personnel under the 7(g) program will not be excluded from any overtime offered or mandatory assignment that would conflict with customarily scheduled hours.

6. If the Village decides it wants to disband this 7(g) program and all that is included herein, the Village agrees to explain why the program is being dissolved in writing to the Union President. Additionally, both parties are in agreement that the aforementioned work should be exclusively carried out by full-time sworn personnel members unless otherwise specified by the agreements outlined in this document.

7. The Village agrees, through reasonable faith effort and bargaining, to continue this program to help minimize the daily burden of the on-duty shift personnel of the Fire Department. Furthermore, the Chief or his/her designee may discuss any matter pertaining to 7(g) Work Assignments

with the Union President at any time during the terms of this agreement, which includes coming up with a mutually agreeable alternate solution as per Article XIX Labor Management Meeting of the CBA if the Village of Schiller Park decides to disband the program.

8. All full-time sworn personnel must work a minimum of four (4) hours per month in a 7(g) assignment.

9. Full-time sworn personnel must submit their schedule two (2) weeks before the start of the new month.

10. All new full-time sworn personnel will be required to have their Fire Inspector 1 certification to conduct 7(g) business inspections. This requirement will not apply to anyone on light-duty assignments or full-time sworn members who were employed before the implementation of this agreement.

B. Use of External 7(g) Fire Inspectors.

The Village of Schiller Park shall be authorized to use external inspectors solely for 7(g) business inspections. This authorization does not extend to any other aspect of the 7(g) assignments under this collective bargaining agreement.

Use of external inspectors is subject to the following conditions:

- 1) Only three (3) external inspectors may be employed at one time.
- 2) External inspectors must have a minimum of one (1) year of experience conducting business inspections or a minimum of one (1) year of previous experience conducting business inspections with a Fire Department.
- 3) Must work a minimum of four (4) hours a month.
- 4) Must have their Fire Inspector 1 certification.
- 5) External inspectors may only be utilized to cover empty shifts when no full-time sworn personnel is scheduled or if only one Full-time sworn member is scheduled for that day. Full-time sworn personnel members will be given priority in shift assignments over external inspectors.
- 6) External inspectors must submit their schedules three (3) weeks before the start of the new month.

- 7) External inspectors will receive the same pay as full-time sworn personnel. Any pay increase for external inspectors by the Village will also apply to full-time sworn personnel inspectors at the same rate or percentage.
- 8) External inspectors will not be allowed to respond to 911 emergency calls, nor will they be given an emergency vehicle to drive.
- 9) In the event that an external inspector breaches any of the aforementioned conditions, they will be subject to termination by the Fire Chief or their designee.

EXHIBIT NO. 1

FLSA 7(G) AGREEMENT

This Agreement is made pursuant to the statutory provisions of Section 7(g)(2) of the Fair Labor Standards Act, 29 U.S.C. §207(g)(2), between the Village of Schiller Park ("*Employer*"), and _____ ("*Employee*") (collectively, the "*parties*").

In consideration of the mutual covenants, undertakings, and agreements hereinafter made, the parties agree as follows:

i. The Full Time Sworn Personnel is employed by the Employer in the position of Firefighter/Paramedic, Lieutenant/Paramedic, or Battalion Chief.

ii. At times, the Full-Time Sworn Personnel may also work for the Schiller Park Fire Department in voluntary, non-firefighting, off-duty assignment for Fire Inspection Bureau ("*FIB*") inspections, snow removal, and Building Department inspections.

iii. The parties agree that any hours spent by a Full-Time Sworn Personnel performing the work assignments in Paragraph ii of this Agreement will be paid at the following rates:

Effective Date	Hourly Rate	Overtime Hourly Rate
Effective 5/1/25	\$20.67	\$31.00 /hour
Effective 5/1/26	\$20.83	\$31.25 /hour
Effective 5/1/27	\$21.00	\$31.50 /hour
Effective 5/1/28	\$21.17	\$31.75 /hour
Effective 5/1/29	\$21.33	\$32.00 /hour
Effective 5/1/30	\$21.50	\$32.25 /hour

Agreed to this _____ Day of _____, 20____

Employer: _____

Date: _____

Employee: _____

Date: _____