

MEMORANDUM OF AGREEMENT

BETWEEN

VILLAGE OF SCHAUMBURG, ILLINOIS

AND

SCHAUMBURG FIRE COMMAND ASSOCIATION

2018-2021

TABLE OF CONTENTS

ARTICLE 1	PREAMBLE	1
ARTICLE 2	RECOGNITION	2
ARTICLE 3	NON-DISCRIMINATION	3
	Section 3.1 -Non-Discrimination	3
	Section 3.2 -Use of Masculine Pronoun.....	3
	Section 3.3 -Americans With Disabilities Act	3
ARTICLE 4	NO STRIKE/NO LOCKOUT.....	4
	Section 4.1 -No Strike Commitment	4
	Section 4.2 -Discipline of Strikers	4
	Section 4.3 -Command Association Official Responsibility	4
	Section 4.4- No Lockout	5
ARTICLE 5	GRIEVANCE PROCEDURE	6
	Section 5.1 -Definition	6
	Section 5.2 -Procedure	6
	Section 5.3 -Arbitration.....	7
	Section 5.4 -Limitations on Authority of Arbitration	8
	Section 5.5 -Expenses of Arbitration	8
	Section 5.6- Time Limits.....	8
	Section 5.7 -Miscellaneous	9
	Section 5.8 -Exclusion of Matters Subject to Board of Fire and Police Commissioners.....	9
	Section 5.9 -Oral or Written Reprimands.....	9
ARTICLE 6	LABOR-MANAGEMENT COMMITTEE.....	10
ARTICLE 7	SENIORITY	11
	Section 7.1 -Seniority List.....	11
	Section 7.2 -Termination of Seniority.....	11
	Section 7.3- Unpaid Leave	12
ARTICLE 8	RIGHTS OF VILLAGE.....	13
ARTICLE 9	FIRE AND POLICE COMMISSION.....	15
ARTICLE 10	TUITION REIMBURSEMENT.....	16
ARTICLE 11	LEAVES OF ABSENCE.....	17
	Section 11.1 -Jury Duty.....	17
	Section 11.2 -Sick Leave.....	17

TABLE OF CONTENTS

Continuation

Section 11.3 -Special Leaves Without Pay	18
Section 11.4 -Funeral/Family Illness Leave.....	18
Section 11.5 -Family and Medical Leave Act of 1993	19
ARTICLE 12 HOURS OF WORK AND OVERTIME	20
Section 12.1 -Purpose.....	20
Section 12.2 -Normal Work Cycle	20
Section 12.3 -Overtime	20
Section 12.4 -Call Back Pay.....	21
Section 12.5 -Hourly Rate of Pay.....	21
Section 12.6 -Hire Back Procedure	21
Section 12.7 -Pay for Hire Backs on Holidays.....	21
Section 12.8 -No Pyramiding	22
ARTICLE 13 VACATIONS	23
Section 13.1 -Amount of Vacation.....	23
Section 13.2 -Vacation Scheduling	24
Section 13.3 -Limitation on Accumulation of Vacation	24
ARTICLE 14 DUES CHECKOFF AND FAIR SHARE.....	25
Section 14.1 -Dues Checkoff	25
Section 14.2 -Fair Share	25
ARTICLE 15 SALARIES AND OTHER COMPENSATIONS	27
Section 15.1 -Salaries	27
Section 15.2 -Out of Classification Pay	29
Section 15.3 -Paramedic Pay for Captains on Shift	29
ARTICLE 16 HOLIDAYS AND PERSONAL DAYS	30
Section 16.1 -Designation of Holidays for Employees Assigned to 8-Hour Shifts	30
Section 16.2 -Eligibility Requirements for Employees Assigned to 8-Hour Shifts.....	30
Section 16.3 -Pay for Holiday Work for Employees Assigned to 8-Hour Shifts	31
Section 16.4 -Personal Days for Employees Assigned to 8-Hour Shifts	31
Section 16.5 -Holidays for Employees Assigned to 24-Hour Shifts.....	31
ARTICLE 17 INSURANCE.....	32
Section 17.1 -Cafeteria Benefits Plan.....	32
Section 17.2 -Retirees Insurance	32
Section 17.3 -Flexible Spending Account.....	32
Section 17.4 -Right to Change-Carriers	32

TABLE OF CONTENTS

Continuation

Section 17.5 -Terms of Policies to Govern	33
Section 17.6 –Right to Maintain Coverage While on Unpaid Leave or on Lavoff.....	33
ARTICLE 18 MISCELLANEOUS FRINGE BENEFITS	34
Section 18.1 -Deferred Compensation Plan	34
Section 18.2 -Credit Union.....	34
Section 18.3 -Quartermaster System and Maintenance Allowance	34
Section 18.4 -Sick Leave Incentive Plan.....	34
Section 18.5 –Pay for Unused Sick Leave at Retirement	34
Section 18.6 -Severance Pay	36
Section 18.7 -Eye Glass Replacement.....	36
Section 18.8 -Inoculation	37
Section 18.9 -Killed in Line of Duty.....	37
Section 18.10 -Flexible Benefit Purchase Program	37
ARTICLE 19 MISCELLANEOUS.....	38
Section 19.1 -Outside Employment	38
Section 19.2 -Gender of Words.....	38
Section 19.3 -Physical Examination.....	38
Section 19.4 -Job Descriptions.....	38
Section 19.5 -Posting of Formal Training Opportunities	38
Section 19.6 -Released Time.....	39
Section 19.7 -Civil Emergencies	39
Section-19.8 -Drug and Alcohol Testing	39
Section 19.9 -Solicitation	41
Section 19.10 -Physical Fitness Program.....	42
ARTICLE 20 SAVINGS CLAUSE	43
ARTICLE 21 ENTIRE AGREEMENT	44
ARTICLE 22 MAINTENANCE OF STANDARDS	45
ARTICLE 23 DURATION AND TERM.....	46
APPENDIX A – ALTERNATIVE IMPASS RESOLUTION PROCEDURE.....	47

ARTICLE 1

PREAMBLE

This Agreement is entered into by and between the **Village of Schaumburg, Illinois, an Illinois municipal corporation** (hereinafter referred to as "Village"), and the **Schaumburg Fire Command Officers Association** (hereinafter referred to as "Command Association").

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 2

RECOGNITION

The Village recognizes the Command Association as the sole and exclusive bargaining representative for all sworn full-time fire officers in the ranks of Captain and Battalion Chief (hereinafter referred to as "Command Officers"), but excluding all firefighters below the rank of Captain, all firefighters above the rank of Battalion Chief, any employees excluded from the definition of firefighter, as set forth in Section 1603 (g-1) of the Illinois Public Labor Relations Act, and all other employees of the Village.

ARTICLE 3

NON-DISCRIMINATION

The Village of Schaumburg and the Schaumburg Fire Command Officers Association will continue to provide and promote equal employment opportunity for all command officers, and develop and apply equal employment practices.

Section 3.1 -Non-Discrimination

In accordance with applicable law, neither the Village nor the Association shall discriminate against Command Officers because of race, color, sex, age, religion, national origin or because of membership in the Command Association.

Section 3.2 -Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it shall be construed to include both females and males equally.

Section 3.3 -Americans With Disabilities Act

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

ARTICLE 4

NO STRIKE/NO LOCKOUT

Section 4.1 -No Strike Commitment

Neither the Command Association nor any of its officers, agents, or any employee will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, sympathy strike, work stoppage, or concerted slowdown, mass illness, sit-down or other concerted stoppage of work, or any unauthorized speed up or work to the rule situation or any other concerted refusal to perform proper duties or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Village, regardless of the reason for doing so, No employee covered by this Agreement shall refuse to cross any picket line, by whomever established, during their work time or in the performance of fire-related duties.

Section 4.2 -Discipline of Strikers

Any officer who violates the provisions of this Article may be subject to discipline, Any action taken by the Employer against any officer who participates in an action prohibited by Section 4,1 shall not be considered a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 4.3 -Command Association Official Responsibility

Each employee who holds the position of officer or representative of the Command Association occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of Section 4: 1 of this Article, the Command Association agrees to inform its members of their obligations under this Agreement and use its best efforts to achieve a prompt resumption of normal operations,

Section 4.4- No Lockout

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Command Association.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 5.1 -Definition

A grievance is defined as a dispute or difference of opinion raised by an employee claiming that an express written provision of this Agreement has been violated, except that any dispute or difference of opinion concerning any matter or issue subject to the jurisdiction of the Schaumburg Fire and Police Commission shall not be considered a grievance under this Agreement.

Section 5.2 -Procedure

It is to the benefit of both the Schaumburg Fire Command Officers Association and the Village of Schaumburg that issues falling under the jurisdiction of this Article be raised and settled in a prompt and timely fashion. Consequently, the following steps and time limitations shall be strictly followed:

Step 1: An employee who is a member of the Fire Command Officers Association, who has cause to believe that the Village has violated a specific provision of this Agreement, shall submit a written memorandum detailing the grievance to the Chief of the Department. The written memorandum shall contain the following information:

- A. Date submitted in writing,
- B. Date of alleged violation,
- C. Specific contractual provision(s) alleged to have been violated
- D. Statement of facts giving rise to the dispute,
- E. Signature of the aggrieved party(s).

The written form shall be dated upon receipt by the Chief of Department. The Chief of Department shall meet with the employee(s) at a mutually satisfactory time within ten (10) business days of the receipt of the written grievance. Following discussion of all facts and any investigation pertaining to the alleged violation, the Chief of

Department shall respond in writing to the employee(s). The written response will be made no later than ten (10) business days following the date of the discussion.

Step 2: If the employee is not satisfied with the answer from the Chief of Department in Step 1, he shall be entitled to advance the issue to the next step of the grievance procedure within three (3) business days from the date of receipt of the Chief of Department's written response. The issue at the second step shall be submitted in written form to the Village Manager or his designee in the same manner as set forth in Step 1, including also the response from the Chief of Department and the employee's points of disagreement with said response. Within ten (10) business days, or a mutually agreed upon date, following receipt of the written form, the Village Manager, or his designee, may schedule a meeting with the grievant, a Fire Command representative and such other persons as the Village Manager shall determine appropriate to discuss the issue(s). Following discussion of the issue(s) in this meeting, the Village Manager or his designee shall direct a written response to the grievant. This shall occur no later than ten (10) business days following the date the issue was discussed in the meeting described above.

Section 5.3 - Arbitration

If the grievance is not settled at Step 2, the Fire Officers Command Association may refer the grievance to arbitration by giving written notice to the Village Manager within twenty-one (21) calendar days after receipt of the Village's answer at Step 2. The parties shall attempt to agree upon an arbitrator. In the event the parties are unable to agree upon an arbitrator; they shall jointly request the Federal Mediation & Conciliation Service to submit a panel of five (5) arbitrators who are members of the National Academy of Arbitrators. If the parties cannot agree on the selection of an arbitrator, each party will alternatively strike a name from the list until only one name remains, provided that either party, before striking any names,

shall have the right to reject one panel in its entirety. The party requesting arbitration shall strike the first name. The arbitrator shall be notified of his/her selection by the parties and requested to set a time and place for the hearing, subject to the availability of the Village and Command representatives. More than one grievance may be submitted to the arbitrator where both parties mutually agree in writing.

Section 5.4 -Limitations on Authority of Arbitration

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the express provisions of this Agreement. The authority of the arbitrator shall be strictly limited to determining whether or not there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. The arbitrator shall be without power or authority to make recommendations contrary to or inconsistent with any applicable laws or rules and regulations that have the force and effect of law. Any decision rendered in accordance with the provisions of this Section shall be final and binding upon the Village, the Command Association and the employees covered by this Agreement.

Section 5.5 -Expenses of Arbitration

The fees and expenses of the arbitrator and the cost of a written transcript shall be shared equally by the Village and the Command; provided, however, that each party shall be responsible for compensating its own representatives and/or witnesses.

Section 5.6- Time Limits

No grievance shall be entertained or processed unless it is submitted within fifteen (15) calendar days of the first event giving rise to the grievance, or within fifteen (15) calendar days of when the employee, through the use of reasonable diligence, should have obtained knowledge of the first event giving rise to the grievance. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at the preceding step. Failure at any step of this procedure by the Village's representative to communicate a decision on a grievance within the specified time limits shall permit the grievant to treat the grievance as denied and to

appeal the grievance to the next step within the prescribed time limits. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 5.7 -Miscellaneous

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

(b) It is acknowledged that the Command Association has the right to exercise its discretion to refuse to process and/or appeal unmeritorious grievances and that only the Association may refer a grievance to arbitration.

Section 5.8 -Exclusion of Matters Subject to Board of Fire and Police Commissioners

It is expressly understood that matters subject to the Board of Fire and Police Commissioners or matters which may be appealed to the Board of Fire and Police Commissioners are not subject to this grievance procedure and that the sole recourse for such matters is with the Board of Fire and Police Commissioners.

Section 5.9 -Oral or Written Reprimands

An employee may file a grievance in accordance with the provisions of this Article with respect to an oral or written reprimand and said grievance may be processed up to and including Step 2, but any such grievance shall not be arbitrable.

ARTICLE 6

LABOR-MANAGEMENT COMMITTEE

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

ARTICLE 7

SENIORITY

As used herein, the term "seniority" shall refer to and be defined as continuous length of service.

Section 7.1 -Seniority List

The Village shall prepare a list setting forth the present seniority dates of all command officers. Such list shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved by the Chief of Department.

Section 7.2 -Termination of Seniority

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

- (a) quits; or
- (b) is terminated; or
- (c) is absent for two (2) consecutive working days (three (3) consecutive working days for employees assigned to 8 hour shifts) without notifying his immediate supervisor or the shift commander, unless extraordinary circumstances prevent the employee from notifying his immediate supervisor or the immediate supervisor's designee; or
- (d) is laid off and fails to report for work within fourteen (14) calendar days after having been recalled; or
- (e) is laid off for a period in excess of two (2) years; or
- (f) retires or is retired, provided an employee who is receiving a disability pension pursuant to the Fire Fighter Pension Fund (ILCS 40 ILCS 5/4-110) shall not be considered as being retired.

Section 7.3- Unpaid Leave

Seniority -Employees will continue to accrue seniority credit when on authorized unpaid leave of absence. The employee may continue to participate in the group insurance plans by paying the entire monthly premium.

ARTICLE 8

RIGHTS OF VILLAGE

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

- A. To manage and direct employees, to make assignments of jobs, to determine the size and composition of the work force, to determine the work to be performed by the work force and each employee, to determine whether operations or services shall be made or purchased, and to determine the competence and qualifications of the employees.
- B. To determine the methods, means and number of personnel and the location where the operations of the Village are to be conducted.
- C. To take whatever action may be necessary in situations of emergency.
- D. To transfer and layoff employees. To suspend, demote or discharge employees for just cause, as well as to hire and promote employees, subject to the jurisdiction of the Village of Schaumburg Fire and Police Commission.
- F. To establish or alter the number of shifts, hours of work, work schedules, methods or processes.
- G. To schedule overtime work when required.
- H. To create new positions, to introduce or improve operations or work practices, to terminate or modify existing positions, operations or work practices, and to consolidate existing positions.
- I. To make and alter rules and regulations for the conduct of its business and its employees.

J. To determine the type and kind of uniforms and equipment to be used.

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

ARTICLE 9

FIRE AND POLICE COMMISSION

The parties recognize that the Fire and Police Commission of the Village of Schaumburg has certain statutory authority over employees covered by this Agreement, including, but not limited to, the right to make, alter, and enforce various rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the statutory authority of the Fire and Police Commission.

ARTICLE 10

TUITION REIMBURSEMENT

Employees covered by this Agreement will be eligible to participate in the Village's tuition reimbursement program in accordance with the rules and regulations governing such program that may be in effect from time to time, with the understanding that if approved courses are taken at a private college or university, the maximum amount of the tuition reimbursement shall be established by Village policy.

ARTICLE 11

LEAVES OF ABSENCE

Section 11.1 -Jury Duty

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

Section 11.2 -Sick Leave

Employees assigned to 24-hour shifts shall accrue ten (10) hours of sick leave for each month that they are on the active payroll and such sick leave shall accumulate up to a maximum of 2,440 hours. Since the Village's payroll is based on an equalized pay system of 2,600 hours per year, this results in employees assigned to 24-hour shifts receiving six (6) shifts of sick leave in a one year period. As a result, an employee assigned to 24-hour shifts is charged; sick leave at the rate of 20 hours for each full shift of sick leave taken rather than 24 hours.

Employees assigned to 40-hour work weeks shall earn 8 hours of sick leave for each month they are on the active payroll and such sick leave shall accumulate up to a maximum of 1,920 hours. Sick leave may only be used in cases when employees are actually sick or ill. On an experimental basis, the Village agrees that for at least a one-year period commencing August 1, 1986, and from year to year thereafter as long as the Village does not believe there is abuse, it will not require any employee, absent cause in a specific situation, to submit a doctor's statement following one day's absence due to sickness or illness. If the Village, prior to the end of the first year or prior to the end of any year thereafter believes that there is abuse,

it will present the matter at a Labor-Management Committee meeting for discussion before reinstating at the start of a new year any requirement that all employees submit a doctor's statement after one day's absence due to sickness or illness.

Section 11.3 -Special Leaves Without Pay

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

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

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

11.4 -Bereavement/Family Illness Leave

The employer agrees to provide to employees covered by this contract leave without loss of pay as a result of death in the family, not to exceed two (2) days for 24 hour personnel or five (5) days for 8 hour personnel. This may be extended to three (3) paid days of absence for 24 hour personnel or seven (7) days for 8 hour personnel with the approval of the Village Manager. In case of illness in the immediate family, one (1) day of absence for 24 hour personnel or three (3) days for eight hour personnel may be approved by the Fire Chief. Immediate family shall be construed to be any employee's mother, father, step-mother,

step-father, wife, husband, daughter, son, step-daughter, step-son, sister, brother, step brother, step-sister, father-in-law, mother-in-law, daughter-in-law, ,son-in-law, sister-in-law, brother-in-law, grandparent, grandchild, grandparent-in-law or any relative of the employee's spouse listed in the above relationships.

Section 11.5 -Family and Medical Leave Act of 1993

The parties agree that the Village may take whatever reasonable steps are deemed to be needed to comply with the Family Medical Leave Act of 1993.

ARTICLE 12

HOURS OF WORK AND OVERTIME

Section 12.1 -Purpose

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

Section 12.2 -Normal Work Cycle

The normal work cycle for employees assigned to twenty-four (24) hour shifts shall be twenty-four (24) hours of work (one shift) followed by forty-eight (48) hours off (two shifts). The normal work cycle for 24-hour shift personnel shall be 27 days. One "A" day shall be scheduled off every ninth work day with pay. Employees assigned to 24-hour shifts shall receive a minimum of 13 "A" days for each full year of employment (a minimum of one "A" day (one 24-hour shift) scheduled off each 27-day work cycle).

The normal work cycle for employees assigned to 8-hour shifts shall be forty (40) hours based on five 8-hour shifts, Monday through Friday.

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

Section 12.3 -Overtime

Captains assigned to 24-hour shifts will be paid one and one-half times their regular straight-time hourly rate for all hours worked in excess of their regularly scheduled hours of work.

Captains assigned to eight-hour shifts will be paid time and one-half their regular straight-time hourly rate of pay for all regularly scheduled hours worked in excess of their regularly scheduled hours of work.

For the purposes of this Agreement, in computing overtime and premium pay, a computation of an employee's regular straight-time hourly rate of pay shall include longevity pay and paramedic pay if the employee is entitled to receive longevity pay and/or paramedic pay.

Section 12.4 -Call Back Pay

Captains who are called back to work outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid at one and one half their straight time rate of pay for all hours worked outside their normal shift, with a guarantee of two (2) hours pay at time and one-half.

Section 12.5 -Hourly Rate of Pay

For the purpose of this Agreement, the hourly rate of pay shall be determined by dividing the total of the employee's annual salary for the employee's regularly assigned hours of work. The annual hours for 24-hour shift employees are 2600 hours (an average work week of fifty (50) hours); and the annual hours for 8-hour shift employees are 2080 hours (an average work week of forty (40) hours).

Section 12.6 -Hire Back Procedure

If the Village determines it is necessary to hire back Battalion Chiefs or Captains, all available Battalion Chiefs and Captains will be asked prior to asking the next rank (Lieutenants) to hire back. The order of the hire back requests will be determined by and mutual agreement of the Chief and the Command Association.

Section 12.7 -Pay for Hire Backs on Holidays

When Captains assigned to 24-hour shifts who otherwise would not have been scheduled to work on a shift are hired back to work on a shift on one of the holidays observed by the Village, (as opposed to the

day observed by the Village as the holiday), the employees shall be paid two times their regular straight-time hourly rate of pay for all hours worked on said holiday. A full holiday for the purposes of this Section shall be the 24-hour period commencing at 8:00 a.m. on the holiday. A half-holiday (i.e., Christmas Eve and New Year's Eve) for the purposes of this Section shall be the 12-hour period commencing at 8:00 a.m. on the holiday.

Section 12.8 -No Pyramiding

The overtime and premium pay provisions of this Agreement shall not be pyramided.

ARTICLE 13

VACATIONS

Section 13.1 -Amount of Vacation

Employees assigned to 24-hour shifts shall accrue vacation as of their anniversary date of employment in any year as follows:

<u>Years of Continuous Service</u>	<u>Number of 24-Hour Shifts</u>
0 through 4 years	5
5 through 9 years	8
10 years though 14 years	10
15 years and above	13

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

<u>Years of Continuous Service</u>	<u>Number of 28-Hour Shifts</u>
0 through 4 years	10
5 through 9 years	15
10 years though 14 years	20
15 years and above	25

Section 13.2 -Vacation Scheduling

Vacations shall be scheduled insofar as practicable at times most desired by each employee, with the determination of preference being made on the basis of an employee's length of continuous service. On this basis, an employee shall select his entire vacation in any number of vacation days and segments thereof before less senior employees select their vacations. Vacations may be selected throughout the entire year. It is expressly understood, however, that the final right to designate the maximum number of employees who may be on vacation at any one time is exclusively reserved by the Fire Chief in order to insure the orderly performance of the services provided by the Village.

Section 13.3 -Limitation on Accumulation of Vacation

Earned vacations may not accumulate beyond three years. Unused vacation days beyond three years shall not create any obligation on the part of the Village.

ARTICLE 14

DUES CHECKOFF AND FAIR SHARE

Section 14.1 -Dues Checkoff

During the term of this Agreement, the Village will deduct from each employee's biweekly paycheck the amount of Association dues, if any, for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form. The Village shall remit such deductions monthly to the Schaumburg Fire Command Association at the address designated by the Association.

The actual dues amount deducted, as determined by the Association, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Association may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted.

If any employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Association shall be responsible for collection of dues. The Association agrees to refund to the employee any amounts paid to the Association in error on account of this dues deduction provision.

Section 14.2 -Fair Share

During the term of this Agreement, employees who are not members of the Association shall, commencing thirty (30) days after their employment, or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee, if any, to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Association. Such fair share fees shall be deducted by the Village from the earnings of nonmembers and remitted to the Association. The Association shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Association and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any

contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Association agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Association agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payors of an expeditious and impartial decision-making a process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Association with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

ARTICLE 15

SALARIES AND OTHER COMPENSATIONS

Section 15.1 -Salaries

Effective May 1, 2018, employees covered by this Agreement shall receive an across-the board salary increase of two percent (2.0%). Accordingly, for the 2018-19 fiscal year employees covered by this Agreement shall be paid on the basis of the following:

<u>Steps</u>	<u>Annual Salary Captains</u>	<u>Annual Salary Battalion Chiefs</u>
One (1 st 12 mos. of work)	111,721	112,901
Two (13-24 mos. of work)	114,512	118,834
Three (25-36 mos. of work)	117,375	125,087
Four (37-48 mos. of work)	120,310	131,672
Five (more than 48 mos. of work)	123,317	138,601

Effective May 1, 2019, employees covered by this Agreement shall receive an across-the-board salary increase of two percent (2.0%). Accordingly, for the 2019-20 fiscal year, employees covered by this Agreement shall be paid on the basis of the following:

<u>Steps</u>	<u>Annual Salary Captains</u>	<u>Annual Salary Battalion Chiefs</u>
One (1 st 12 mos. of work)	113,955	115,159
Two (13-24 mos. of work)	116,803	121,211
Three (25-36 mos. of work)	119,723	127,588
Four (37-48 mos. of work)	122,716	134,305
Five (more than 48 mos. of work)	125,783	141,373

Effective May 1, 2020, employees covered by this Agreement shall receive an across-the-board salary increase of two percent (2.50%). Accordingly, for the 2020-21 fiscal year, employees covered by this Agreement shall be paid on the basis of the following:

<u>Steps</u>	<u>Annual Salary Captains</u>	<u>Annual Salary Battalion Chiefs</u>
One (1 st 12 mos. of work)	116,804	118,038
Two (13-24 mos. of work)	119,723	124,241
Three (25-36 mos. of work)	122,716	130,778
Four (37-48 mos. of work)	125,784	137,663
Five (more than 48 mos. of work)	128,928	144,907

Longevity Pay

Employees on the active payroll as of May 1, 2001 with continuous unbroken service with the Village in a position covered by this Agreement shall receive longevity pay in accordance with the following schedule:

<u>Years of Continuous Unbroken Service</u>	<u>Amount</u>
5 years but less than ten years	\$450.00
10 years but less than fifteen years	\$600.00
15 years but less than 20 years	\$900.00
20 years but less than 25 years	\$1,200.00
25 years or more	\$1,500.00

Any employee not on the active payroll as of May 1, 2001 shall not be eligible for longevity pay.

Section 15.2 -Out of Classification Pay

An employee who is assigned by the Village to the duties of a higher rated classification for more than four (4) consecutive hours shall be paid an additional seven and one half percent (7.5%) above his regular straight-time hourly rate of pay for all hours worked in said higher rated classification. Designation of Acting Fire Chief shall be exempt from this provision.

Section 15.3 -Paramedic Pay for Captains on Shift

If the Fire Chief or designee assigns a Captain who has a paramedic certification to a 24hour shift, any such Captain who will be actively serving and functioning an EMT-P shall receive a paramedic stipend based on 5.45% of the top step firefighter annual base salary (i.e., Step 5).

ARTICLE 16

HOLIDAYS AND PERSONAL DAYS

Section 16.1 -Designation of Holidays for Employees Assigned to 8-Hour Shifts

The following days shall be observed as holidays without loss of pay for employees who are assigned to work 8 hours per day, 40 hours per week:

Memorial Day (observed)	Day After Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
Thanksgiving Day	New Year's Day

If the day on which one of the foregoing holidays is observed falls on a Sunday, the following Monday shall be observed as the holiday. If the holiday falls on Saturday, the preceding Friday shall be observed as the holiday. If Christmas Eve falls on a Saturday or Sunday, the preceding Friday will be allowed off.

In the event paid holidays are granted to the 24-hour employees covered under the Fire Fighter Association collective bargaining agreement, the same benefit will be granted to the 24-hour employees covered under the Fire Command Association collective bargaining agreement.

Section 16.2 -Eligibility Requirements for Employees Assigned to 8-Hour Shifts

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

Section 16.3 -Pay for Holiday Work for Employees Assigned to 8-Hour Shifts

If an employee who works 8-hour shifts is assigned to work on a day observed by the Village as a holiday, the employee shall be paid two times his regular straight-time hourly rate of pay for all hours worked on said holiday. In addition, the employee shall be paid, if he meets the eligibility requirements set forth in Section 2, his regular pay for the day in question.

Section 16.4 -Personal Days for Employees Assigned to 8-Hour Shifts

Employees who are assigned to work eight hours per day, 40 hours per week, shall receive 48 personal hours per fiscal year. Personal hours shall be scheduled at the mutual convenience of the employee and the Fire Chief or his designee.

Section 16.5 -Holidays for Employees Assigned to 24-Hour Shifts

24-hour shift personnel who are regularly scheduled to work on July 4, Christmas or New Year's shall be compensated at the rate of time and a half rather than straight time for all hours worked on said holidays. The July 4, Christmas and New Year's holidays shall be the 24-hour period commencing at 8:00 a.m. on the date of the actual holiday (i.e., July 4, December 25 and January 1) as opposed to the day on which the holiday may be observed by the Village.

In the event the number of paid holidays granted to the 24-hour employees covered under the IAFF collective bargaining agreement is more than the three (3) paid holidays provided above, the same number of paid holidays will be granted to the 24-hour employees covered under the Fire Command Association collective bargaining agreement on the same effective date.

ARTICLE 17

INSURANCE

Section 17.1 -Cafeteria Benefits Plan

In lieu of the provisions previously governing hospitalization insurance, dental insurance, optical insurance, and term life insurance, effective not later than January 1, 1997, all employees covered by this Agreement will have the opportunity to participate in the Village's Cafeteria Benefits Plan which will enable employees to select the type and kind of benefits they desire from among those offered by the Village on the same terms and conditions that are applicable to other Village employees who are participating in said Cafeteria Benefits Plan. If the total cost for the types and kinds of benefits selected by the employee exceeds that amount that the Village contributes, the amount that the employee is responsible for paying shall be done through payroll deduction.

Section 17.2 -Retirees Insurance

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

Section 17.3 -Flexible Spending Account

The Village shall extend its Flexible Spending Account to cover dependent care and unreimbursed medical expenses on the same terms and conditions that are applicable to Village employees generally.

Section 17.4 -Right to Change-Carriers

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

Section 17.5 -Terms of Policies to Govern

The extent of coverage under the insurance policies referred to in Sections 17.1 through 17.3 and Section 17.6 of this Article shall be governed by the terms and conditions set forth in said policies/plans. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy/plan and shall not be subject to the grievance procedure set forth in this Agreement.

Section 17.6 –Right to Maintain Coverage While on Unpaid Leave or on Layoff

An employee who is on approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage; provided, however, the Village will continue to provide the same insurance benefits during the first three months that an employee is on layoff.

ARTICLE 18

MISCELLANEOUS FRINGE BENEFITS

Section 18.1 -Deferred Compensation Plan

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

Section 18.2 -Credit Union

Employees shall have the opportunity to participate in a designated credit union on a payroll deduction basis.

Section 18.3 -Quartermaster System and Maintenance Allowance

The quartermaster system with respect to the provision of uniforms and related equipment shall continue for the term of this Agreement. The Village shall provide each employee covered by this Agreement with an annual maintenance allowance of \$525 (pro-rated for employees employed less than 12 full months). Said allowance shall be paid on the first pay day in June of each year.

Section 18.4 -Sick Leave Incentive Plan

During the term of this Agreement, all employees covered by this Agreement are eligible to participate in the sick leave incentive plan set forth in this section. For each period of three (3) consecutive full months in which an employee does not use any sick leave, the employee shall be paid \$50. If an employee does not use any sick leave for four (4) consecutive periods (i.e., 12 consecutive full months), the employee shall receive an additional payment of \$50. Example: If an employee does not use any sick leave hours for 12 full months, the employee would receive sick leave incentive payments totaling \$250, consisting of four \$50 payments for each of the four consecutive periods, plus an additional payment of \$50.

Section 18.5 -Pay for Unused Sick Leave at Retirement

Accrued, unused sick leave shall be forfeited at the time of separation or termination of employment, unless a command officer has accumulated a minimum of 900 hours of unused sick leave, has or will have

as of the effective date of retirement at least 20 years of service, has given the Village irrevocable written notice to retire at least ninety (90) days prior to the effective date of the of retirement, and has an approved pension from the Village of Schaumburg Fire Pension Fund, the employee shall upon retirement be paid for thirty-three and one-third percent (33 1/3%) of all accrued hours sick leave hours at their regular salary. In the event of the death of an active employee who has accumulated at least 900 hours of unused sick leave and who has at least 20 years of service as of the date of death, remaining funds will be disbursed as provided by the plan document.

Accrued, unused sick leave shall be forfeited at the time of separation or termination of employment, unless a command officer has accumulated the prescribed minimum number of hours of unused sick leave as set forth below, has or will have as of the effective date of retirement at least 25 years of service, has given the Village irrevocable written notice to retire at least ninety (90) days prior to the effective date of the effective date of retirement, and has an approved pension from the Village of Schaumburg Fire Pension Fund. An employee who meets all these eligibility requirements shall upon retirement be paid at their regular salary according to the following schedule:

24-Hour Personnel

<u>Minimum Accrued Hours</u>	<u>Sick Leave Income Benefit</u>
1,000	50% of accrued hours

8-Hour Personnel

<u>Minimum Accrued Hours</u>	<u>Sick Leave Income Benefit</u>
800	50% of accrued hours

In the event of the death of an active employee who has accumulated the required minimum number of hours of unused sick leave and who has at least 25 years of service as of the date of death, the remaining funds will be disbursed as provided by the plan document.

Notwithstanding the foregoing irrevocable notice provisions, the Village Manager may permit an employee to withdraw an irrevocable notice to retire based on substantially changed circumstances arising after the employee submitted his/her irrevocable notice to retire.

The amount attributable to unused sick leave in accordance with the above provisions shall be deposited on a pre-tax basis at the time of the employee's retirement in the employee's VEBA for use by the employee for purposes specified in the Village's VEBA plan documents, including but not necessarily limited to payment for continued coverage under the Village's group hospitalization and medical insurance program and for unreimbursed medical expenses approved by the IRS for a VEBA. The VEBA plan document shall provide that if there is any amount remaining in an individual's account at time of death, the remaining amount shall be disbursed as provided by the plan document.

Section 18.6 -Severance Pay

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

Section 18.7 -Eye Glass Replacement

The Village at its expense shall repair or replace as necessary an employee's eye glasses, contact lenses, or prescription sunglasses, if such are damaged or broken during the period while responding to until return from an emergency call, while training, or while performing other assigned duties and such incident has been documented to the reasonable satisfaction of the Fire Chief or his designee. This provision shall

not be applicable if an employee's eye glasses, contact lenses, or prescription sunglasses are damaged or broken during an employee's non-assigned time.

Section 18.8 -Inoculation

The Village agrees to pay all expenses for inoculation or immunization shots for the command officer and for the members of his family when such becomes necessary as a result of said command officer's exposure to contagious diseases where said command officer has been exposed to said disease in the line of duty.

Section 18.9 -Killed in Line of Duty

The Village agrees to pay \$10,000 to the immediate family of any Fire Command officer who is killed in the line of duty. This one-time payment is an expression of financial support to the family to offset funeral and burial expenses of the employee.

Section 18.10 -Flexible Benefit Purchase Program

The Village agrees to allow Battalion Chiefs to participate in the Flexible Benefit Purchase Program on the same terms and conditions that are applicable to other Village employees who are participating in said Flexible Benefit Purchase Program. The Village has the sole right to eliminate and/or modify this program at any time.

ARTICLE 19

MISCELLANEOUS

Section 19.1 -Outside Employment

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

Section 19.2 -Gender of Words

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

Section 19.3 -Physical Examination

If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have a physical examination by a qualified and licensed physician or other appropriate medical professional selected by the employee from a list of three provided by the Village to determine such question.

Section 19.4 -Job Descriptions

If the Village revises any job description for employees covered by this Agreement or issues any new job description for employees covered by this Agreement, the Village will provide the Association with a copy of any such revised or new job description. The Association may request that any new or revised job description be placed on the agenda of the next meeting of the Labor-Management Committee.

Section 19.5 -Posting of Formal Training Opportunities

Formal training opportunities (e.g., courses offered by the University of Illinois) for employees covered by this Agreement will be posted. Employees who want to be considered for such training may'

submit a written statement of interest to the Fire Chief within the time specified on the posting. The Fire Chief shall assign employees at his discretion to such training. If an employee who submitted a written statement of interest for a posted training opportunity is not so assigned, he may submit a request in writing within five (5) working days thereafter that the Fire Chief advise him of the reason why he was not chosen. Where such a request is made, the Fire Chief will respond in writing within thirty (30) days.

Section 19.6 -Released Time

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

Section 19.7 -Civil Emergencies

If in the sole discretion of the President and Board of Trustees or the Village Manager, it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the President of the Board of Trustees or the Village Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended; and that provisions of this section shall not limit an employee's right to invoke the grievance procedure.

Sedion-19.8 -Drug and Alcohol Testing

The Village may require an employee to submit to urine and/or blood tests if the Village determines there is reasonable suspicion for such testing, and provides the employee with the basis for such suspicion in writing at or about the time the test is administered. If the written basis is not provided prior to the actual test, a verbal statement of the basis will be provided prior to administering the test. In addition, the Village may conduct random drug and alcohol testing up to four times per calendar year. The total number of such random tests shall not exceed 25% of the total number of sworn employees in the rank of Fire Captain and above. If the Village exercises its right to conduct such random tests, the group from which employees will

be selected randomly will include all sworn employees in the ranks of Fire Captain and Battalion Chief. The selection of employees to be randomly tested shall be provided by the outside contractor that the Village uses to randomly select the employees who are to be tested.

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

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

The results of any positive tests shall be made available to the Village. If an employee tests positive for the use of a proscribed drug (i.e. and illegal drug, contraband), the Village can take such action as the Village in its discretion deems appropriate. The first time an employee tests positive for substance abuse involving something other than a proscribed drug, the employee shall be required to enter and successfully complete the Village's Employee Assistance Program ("EAP") during which time the employee may be required to submit to random testing with the understanding that if the employee again tests positive, the Village can take such action as the Village in its discretion deems appropriate. Notwithstanding the foregoing, the Village retains the right to take such action as the Village in its discretion deems appropriate if an employee consumes alcohol while on duty.

The illegal use, sale or possession of proscribed drugs at any time while employed by the Village, abuse of proscribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline including termination, subject to confirmation by the Board of Fire and Police Commissioners, While such disciplinary issues shall be subject to the exclusive jurisdiction of the Board of Fire and Police Commissioners, all other issues relating to the testing process (e.g., whether there is reasonable suspicion for ordering an employee to submit to a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Except where there is imminent danger to the life of an employee or others, the administrator of the Village's EAP shall maintain in strict confidentiality the fact that an employee has voluntarily sought assistance from the Village's EAP. Seeking confidential assistance from the Village's EAP shall not be grounds for disciplinary action.

Section 19.9 -Solicitation

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

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

Except as provided above, the foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public.

Section 19.10 -Physical Fitness Program

The Village and Association agree that all members of the Association that serve in the position of Captain, and who are assigned to a fire company, shall be required to participate in a mandatory physical fitness program. The parties agree to work jointly to formulate a program that consists of essential job function testing that determines an employee's ability to perform the functions of the job for which he/she is assigned. If agreement cannot be reached on the program, the Village shall have the right to implement the program of its choice.

ARTICLE 20

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court or competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 21

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, provided that nothing herein shall be interpreted to prevent the parties from mutually agreeing in writing to a modification or change in the provisions of this Agreement.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. Nothing herein shall waive whatever legal right the Association may have to negotiate over any proposed change, or its impact on, the wages, hours and terms and conditions of employment which directly affects employees covered by this Agreement and which is not referred to or covered by this Agreement.

ARTICLE 22

MAINTENANCE OF STANDARDS

Unless otherwise provided elsewhere in this Agreement, all economic benefits which are not set forth in this Agreement and which are currently in effect as of May 1, 1995, shall remain in effect until such time as the Village shall notify the Association of its intention to change them and the parties have had an opportunity, if requested, to negotiate in good faith over the matter(s). If negotiations are requested and the parties are unable to reach agreement and are at impasse on the proposed change(s), then the dispute shall be subject to the Alternative Impasse Resolution Procedure set forth in Appendix A if either party so requests in writing within seven (7) days of the date on which either party declares in writing the existence of an impasse in the negotiations over the proposed change(s). If a timely request is submitted, the provision for mediation in Section 2(b) of the Alternative Impasse Resolution Procedure shall not be applicable. The provisions of this paragraph shall not be applicable to any new economic benefit that the Village may extend to bargaining unit employees after May 1, 1995, unless such benefits are negotiated into a subsequent Agreement.

ARTICLE 23

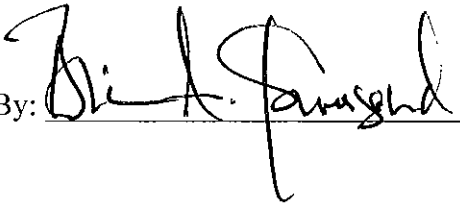
DURATION AND TERM

This Agreement shall be effective as of the 1st day of May, 2018, unless otherwise specifically provided herein, and shall remain in full force and effect through the 30th day of April, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to April 30, 2021, or at least sixty (60) days prior to April 30 in any succeeding year, that it desires to terminate or modify this Agreement.

Executed this 25th day of APRIL, 2018, after being first ratified by the Association and approved by the Village Board Trustees.

VILLAGE OF SCHAUMBURG

SCHAUMBURG FIRE COMMAND
ASSOCIATION

By: 

By: Battalion Chief Richard Andersson
April 25, 2018

APPENDIX A

ALTERNATIVE IMPASSE RESOLUTION PROCEDURE

This AGREEMENT is made, by and between the Village of Schaumburg, Illinois (“Village”), and the Schaumburg Fire Command Association.

WHEREAS, the provisions of § 1614(p) of the Act provide that the parties may agree to submit their unresolved disputes concerning wages, hours, terms and conditions of employment to an alternative form of impasse resolution;

NOW, THEREFORE, based upon the mutual benefits and consideration set forth herein, the receipt and sufficiency of which for each party is hereby acknowledged, the Village and the Schaumburg Fire Command Association agree to the following Alternative Impasse Resolution Procedure:

Section 1. Authority for Agreement. The parties agree that the statutory authority for this Agreement is § 1614(p) of the Illinois Public Labor Relations Act (“Act”). The parties intend the provisions of this Agreement to represent and constitute an agreement to submit to an alternative form of impasse resolution any unresolved disputes concerning the wages, hours, terms and conditions of employment of the employees represented by the Schaumburg Fire Command Association that are subject to the negotiations for a successor Agreement.

Section 2. Selection of Arbitrator and Naming of Panel. The parties agree that should it become necessary to submit their unresolved disputes in negotiations to arbitration pursuant to § 1614, they will engage in the arbitration of impasses procedure described in the Act and the Rules and Regulations of the Illinois State Labor Relations Board (“Board”), subject to the following:

- (a) Service of Demand for Mediation: The parties agree that a Demand for Compulsory Interest Arbitration filed by either party upon the other prior to May 1, 2018 (or prior to May 1 in any subsequent year if the Agreement is automatically renewed) with respect to the negotiations for a successor Agreement shall be deemed to be a proper and timely demand as provided in the Act and the Rules and Regulations of the Board; further, that arbitration proceedings under the Act and those Rules and Regulations shall be deemed to have been initiated and commenced on the date of service and filing of the Demand for Compulsory Interest Arbitration;
- (b) Arbitrator Selection Process. The parties agree that notwithstanding the filing and service of any Demand for Compulsory Interest Arbitration by the Schaumburg Fire Command Association, the selection of an arbitrator will be delayed until such time as either party serves upon the representative of the other, in writing by certified mail, a demand that the arbitrator selection process be commenced, provided that at least one month of mediation has occurred. It is further agreed that:
 - i. During this period of delay, the parties agree to continue good faith collective bargaining with the advice and assistance of the Mediator from FMCS if requested by either party;

- ii. Within seven (7) days of the receipt by the other party of the written demand that selection of an arbitrator begin, the representatives of the parties shall meet and attempt to mutually agree upon an arbitrator. The parties agree that the arbitration proceedings shall be heard by a single, neutral arbitrator. Each party waives the right to a three member panel of arbitrators as provided in the Act;
 - iii. In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the American Arbitration Association (“AAA”) for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the AAA to limit the panel to members of the National Academy of Arbitrators. Both the Village and the Schaumburg Fire Command Association shall each have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The parties agree to engage in the AAA’s ranking process for purposes of determining which of the seven (7) arbitrators on the panel shall serve as the neutral arbitrator, provided that each party may strike or cross out not more than two (2) of the arbitrators on the panel before ranking the remaining arbitrators on the panel. Each party shall have fourteen (14) calendar days from the date the panel list is received from the AAA to number the names on the panel list in order of preference and return the list to the AAA. In accordance with the designated order of mutual preference, the AAA shall invite the acceptance of the arbitrator to serve. In the event that the arbitrator declines or is unable to serve, the AAA shall invite the next arbitrator in designated order of mutual preference to so serve. In the event that he declines or is unable to serve, the parties agree to jointly request a new panel of seven (7) arbitrators from the AAA and commence the selection process anew. It is further agreed that the AAA’s role and participation in the arbitration process shall be strictly limited to providing the panel(s) and administering the selection process. Once an arbitrator has been selected by means of the parties’ ranking of the members of the panel, the AAA’s participation in the arbitration proceedings shall be terminated. The parties shall divide equally any costs associated with the AAA administering the selection process. The parties shall inform the AAA of this limited role by joint letter at the time the first panel is requested;
 - iv. The parties shall jointly communicate and coordinate all remaining aspects of the arbitration (including but not limited to scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board.
- (c) Issues in Dispute and Final Offers. Within seven (7) calendar days of the service of a demand that the arbitrator selection process commence, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award. It is further agreed that:

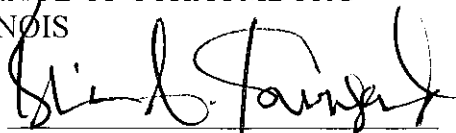
- i. Each party retains the right to object to any issue on the grounds that the same constitutes a non-mandatory subject of bargaining; provided, however, that each party agrees that it will notify the other of any issue that it regards as a non-mandatory subject of bargaining not later than the first negotiation meeting where the issue is substantively discussed. Should any disputes arise as to whether a subject is a mandatory subject of bargaining, the parties agree to cooperate in obtaining a prompt resolution of the dispute by the Board pursuant to the Act and the Rules and Regulations of the Board [Section 1200.140(b)]: Either party may file a petition with the Board's General Counsel for a declaratory ruling after receiving such notice from either party that it regards a particular issue a non-mandatory subject of bargaining.
 - ii. Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to resolve any or all the issues identified as being in dispute through further collective bargaining.
- (d) Authority and Jurisdiction of Arbitrator. The parties agree that the neutral arbitrator shall not function as a mediator unless mutually agreed by the Village and the Schaumburg Fire Command Association. The arbitrator selected and appointed to resolve any disputes that may exist in these negotiations shall have the express authority and jurisdiction to award increases or decreases in wages and all other forms of compensation retroactive to May 1, 2018 (or to May 1 in any subsequent year if the Agreement is automatically renewed) for the negotiations for a successor Agreement, provided in either instance a party has served upon the other party a timely Demand for Compulsory Interest Arbitration in accordance with the provisions of Section 2(a) above, notwithstanding any delay in the arbitrator selection process that may have occurred or any other modification of the impasse procedure described in the Act and the Rules and Regulations of the Board as a result of this Agreement. Provided one party has served on the other party a timely Demand for Compulsory Interest Arbitration in accordance with the provisions of Section 2(a) above, each party expressly waives and agrees not to assert any defense, right or claim that the arbitrator lacks the jurisdiction and authority to make such a retroactive award of increased or decreased wages and other forms of compensation for the 2018-19 fiscal year or of increased or decreased wages or other forms of compensation for any fiscal year beyond the 2018-19 fiscal year.
- (e) Discretion and Judgment of Arbitrator. The parties do not intend by this Agreement to predetermine or stipulate whether any award of increased or decreased wages or other forms of compensation should in fact be retroactive, but rather intend to insure that the arbitrator has the jurisdiction and authority to so award retroactive increases or decreases, provided a timely Demand for Compulsory Interest Arbitration has been submitted by one party, should he in his discretion and judgment believe such an award is appropriate.
- (f) Conduct of Hearings. The parties agree that all arbitration hearings shall be conducted as follows:

- i. Hearings shall be held in the Village of Schaumburg, Illinois, at a mutually agreed location. Hearings may be conducted outside the Village of Schaumburg only by written mutual agreement;
- ii. The hearings shall begin within thirty (30) days of the notification from the AAA that the arbitrator selected has accepted the appointment to serve as the neutral arbitrator. The parties by mutual written agreement may agree to delay the date of the first hearing for a period up to ninety (90) days. The hearings shall be scheduled on mutually agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within thirty (30) days of the date of the first hearing;
- iii. The party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative, within twenty-one (21) calendar days of the conclusion of the hearings;
- iv. The arbitrator's decision and award shall be issued in writing directly to each party's representative within thirty (30) days of the close of hearings or the submission of post-hearing briefs, whichever is later;
- v. A mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its witnesses and representatives.

Section 3. Remaining Provisions of § 1614. Except as expressly provided in this Agreement, the parties agree that the provisions of § 1614 of the Act and the Rules and Regulations of the Board shall govern the resolution of any bargaining impasses and any arbitration proceedings that may occur over the terms subject to the negotiations for a successor Agreement.


VILLAGE OF SCHAUMBURG
ILLINOIS

By:


Village Manager

SCHAUMBURG FIRE COMMAND
ASSOCIATION

By:


Representative

April 25, 2018