

**RULES OF THE BOARD OF FIRE COMMISSIONERS**

**OSWEGO FIRE PROTECTION DISTRICT**

**KENDALL AND WILL COUNTIES, ILLINOIS**

**Initially Adopted by the  
Board of Fire Commissioners  
on July 29, 2010**

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**RULES OF THE BOARD OF FIRE COMMISSIONERS  
OSWEGO FIRE PROTECTION DISTRICT**

**CHAPTER 1 - ADMINISTRATION**

**1.01 Source of Authority**

These rules are established by the Board of Fire Commissioners (the "Board") of the Oswego Fire Protection District (the "District") pursuant to power and authority derived from the Fire Protection District Act (70 ILCS 705/16.01 *et seq.*) and the Board of Fire and Police Commissioners Act (65 ILCS 5/10-2.1-1 *et seq.*).

In the event of any conflict between Board policy and the terms of a collective bargaining agreement covering District employees, the two shall be read together and deemed supplementary to each other wherever possible, but the collective bargaining agreement's provisions shall prevail if there is a direct conflict and the policy and contract cannot be read together.

**1.02 Officers of the Board**

The Board shall annually elect a Chairperson and a Secretary during the first meeting each fiscal year. The Chairperson shall be the presiding officer at all meetings. The Secretary shall assist the Board by preparing all correspondence, keeping records, assisting in the testing process, and performing other duties as assigned by the Board. The Secretary shall keep the minutes of all meetings of the Board in a permanent record book and shall be the custodian of all the forms, papers, books, records and completed examinations of the Board, and shall perform all other duties the Board prescribes. (70 ILCS 705/16.02)

**1.03 Duties of the Board**

The scope of duties of the Board shall generally include:

- A. Establishing policies for recruiting, testing, selection, and promotion for all members covered under its authority.
- B. Establishing guidelines and procedures for hearings required for discipline and termination of members of the District covered by its authority.
- C. Serving as an appeals board or hearing board for District members disciplined or terminated under guidelines established by these rules.
- D. The Board shall have such other powers and duties as are given it by the statutes of the State of Illinois.

**1.04 Meetings**

A. **Regular Meetings**

Regular meetings of the Board shall be held quarterly or as determined necessary by the members of the Board. At the beginning of each calendar year, the Board shall prepare and make available a schedule of all its regular meetings, listing the times and places of such meetings. Meetings shall be held

and notice of the meetings shall be given in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*).

B. **Special Meetings**

Special meetings may be called by the Chair with notice thereof to be posted forty-eight (48) hours prior to convening, called by the filing of a notice in writing with the Secretary of the Board and signed either by the Chair of the Board or any Commissioner thereof. This notice shall contain an agenda for the meeting and shall set forth the time and place of such special meeting. No business not on the agenda shall be considered at a special meeting.

C. **Closed Sessions**

During any regular or special meeting, a closed session may be held for any purpose permitted by law as set forth in the Open Meetings Act. Closed sessions may be limited to Commissioners and such invited persons as the Board may deem necessary. The Secretary will record the motion to close the meeting, record the roll call vote of the Commissioners on said motion, and keep minutes of the closed session. A verbatim video or audio tape recording of each closed session shall be made and preserved for eighteen (18) months in accordance with the Open Meetings Act. The Board shall semi-annually review the minutes of all closed sessions to determine whether the need for confidentiality still exists as to all or part of those minutes and whether the minutes or portions thereof may be made available for public inspection. (5 ILCS 120/2 and 2a)

D. **Quorum**

A majority of the Board shall constitute a quorum for the conduct of all business.

E. **Order of Business**

The order of business at any meeting, except hearings and oral interviews of candidates, shall generally be:

- I. Call to Order
- II. Roll Call
- III. Public Comments
- IV. Approval of the Minutes
- V. Communications
- VI. Unfinished Business
- VII. New Business
- VIII. Adjournment

F. **Procedure**

Meetings of the Board shall be conducted in an orderly manner.

G. **Addressing the Board**

Except during the public comment portion of the regular Board agenda, or as stated in this rule, no person other than the Fire Chief or his designee, or the Board's attorney may address the Board.

A portion of every regular Board meeting shall be provided for public comment. The person wishing to speak shall submit a public participation slip or raise his or her hand in a signal to the Chair. The speaker must be designated and authorized to speak by the Chair. Each speaker shall limit his or her public participation to a period of three (3) minutes or less so that all persons shall have an adequate opportunity to make their statements to the Board.

The purpose of public participation is to allow the public the opportunity to make a statement to the Board. The purpose of public participation is not to provoke a debate with the Board. Once an individual has spoken, that individual may not speak on the same issue again. Any limitation regarding addressing the Board may be waived by a majority vote of the Board.

In the absence of any objection by a member of the Board, the Fire Chief may authorize an employee of the District to address the Board. Under special circumstances, the Chair may recognize employees or agents of the District on specific agenda items during the discussion of those items.

**1.05 Amendments**

Amendments to these rules of the Board may be made at any meeting of the Board. All amendments shall be printed immediately for distribution in accordance with Section 16.05 of the Fire Protection District Act. Notice of the place(s) where the printed rules may be obtained and of the date when rule amendments shall go into effect, not less than ten (10) days subsequent to the date of publication, shall be published in a manner prescribed by law. (70 ILCS 705/16.05)

**1.06 Annual Report and Budget Request**

The Board shall prepare an annual report of its activities and of the rules in force. In its annual report, the Board may make suggestions which it believes would result in greater efficiency or safety in the fire department. The Board shall also prepare an annual budget request prior to the end of the fiscal year (see **Appendix A, Form 1**). (70 ILCS 705/16.14)

## **CHAPTER 2 – JOB REQUIREMENTS, APPLICATIONS AND TESTING REQUIREMENTS**

### **2.01 General Information**

Applicants for examination must comply with the current prerequisite policies and the job descriptions adopted by the District's Board of Trustees. Standards for the testing and evaluation of applicants shall be established by the Board of Fire Commissioners based on an analysis of the essential functions of the position, and the tasks and traits necessary for successful performance in the position for which testing and evaluation shall be conducted. The testing standards shall be based on the suggestions of the District's physician and other consultants as deemed appropriate by the Board. The Board may also utilize the most current National Fire Protection Association (NFPA) or other guidelines deemed appropriate by the Board. The testing process shall be practical in character and shall relate to those matters which fairly test the applicant's capacity to perform the essential functions of the job and shall be validated whenever possible. Any validation studies shall be consistent with criteria such as that established by the American Psychological Association and consistent with both state and federal equal employment opportunity laws.

### **2.02 Age Requirements**

Applicants must be at least twenty-one (21) years of age and under thirty-five (35) years of age at the time of submission of an application for original appointment unless otherwise provided by state or federal law.

The maximum age limitation shall not apply in the case of any person previously employed as a full-time firefighter in a regularly constituted fire department of (i) any municipality or fire protection district located in Illinois, (ii) a fire protection district whose obligations were assumed by a municipality under Section 21 of the Fire Protection District Act, or (iii) a municipality whose obligations were taken over by a fire protection district.

Furthermore, to qualify for either of the exceptions to the age limitations set forth in this section, the applicant shall have been actively working as a firefighter within two (2) years of the date of his or her application to this District. Proof of date of birth may be required. (70 ILCS 605/16.06; 65 ILCS 5/10-2.1-6)

### **2.03 Education and Certification Requirements**

The Board of Fire Commissioners shall announce any applicable education and certification requirements for entry-level positions at the beginning of the application process. Failure to obtain or thereafter maintain requisite certifications as established by the Board of Trustees and/or the Commission shall result in the removal of an applicant from the application process, removal from an eligibility list, result in termination if the individual is employed as a probationary employee, or constitute just cause for dismissal if the individual is employed as a non-probationary employee.

### **2.04 Citizenship and Residency**

Applicants for examinations must be citizens of the United States or an alien admitted for permanent residence or lawfully admitted for temporary residence who produces evidence of intention to become a citizen of the United States. Applicants selected for employment must meet the District's residency requirements.

**2.05 Application Forms**

Applications for full-time positions with the District shall make application on forms approved by the Board (see **Appendix A, Form 2**). Applicants must file their application with the Board or its agent(s) prior to taking any examination, and must comply with the requirements of the form in every respect.

Applicants shall furnish with their applications a copy of their birth certificate; a certified high school transcript or evidence of a G.E.D. equivalence diploma; any military service record and discharge papers, if applicable; valid driver's license; and any other document necessary to meet District, state or federal requirements. All applicants shall execute and deliver to the Board a signed release of all liability prior to participating in the application and examination process. The form for the release of all liability shall be approved by the Board and is included in **Appendix A, Form 2** of these Rules.

All applicants shall execute and deliver to the Board a form authorizing and empowering the Board and its agents or other outside service company engaged by the Board to conduct a background investigation of the applicant. Any false statement or omission of a material nature knowingly made by a person in an application or examination, or connivance in any false statement made in a certificate that may accompany such application, or complicity in any fraud touching the same shall be regarded as good cause for disqualification or exclusion from the examination process, and/or discharge from the District.

**2.06 Application Fees**

The Board may charge a fee to cover the costs of the application process and the costs of the examination. Notice of any fees assessed will be published as part of the notice of the examination.

**2.07 Additional Information**

Applicants may be required to provide additional information or documentation for clarification of their application provided that the applicant is otherwise qualified for the position sought. However, nothing in this section shall require the Board to seek such additional documentation not properly provided by the applicant, and the failure to provide information or documents may be cause for refusing to further consider the applicant.

**2.08 Retention of Records**

All application and examination records shall become the property of the Board and shall be retained as required by law.

## **CHAPTER 3 – EXAMINATIONS**

### **3.01 Notice of Examinations**

Notice of examination for original appointments shall be given by the Board by publication at least two (2) weeks preceding the examination in one or more newspapers published in the District or on the District's website, and shall include a statement of:

- A. the deadline by which all applications will be received;
- B. the time and place where such examinations will be held;
- C. the position(s) to be filled from the resulting certified eligibility lists;
- D. fees to be charged to cover examination costs (if applicable); and
- E. the general scope of the examination and the merit criteria for any subjective component set forth by the Board including notice of criteria necessary for any available preference points. (70 ILCS 705/16.06b(d))

The examinations may be postponed, however, by order of the Board. When an examination is postponed, the Board shall state the reason for such postponement and shall designate a new date for the examination. Applicants shall be notified of the postponement of any examination and the new date for examination.

### **3.02 Type of Examinations**

#### **A. Available Alternative Procedure for Original Appointments**

The Board acknowledges the availability of an alternate procedure for the original appointment of firefighters utilizing a state-wide list of eligible candidates. However, at this time, the Board, pursuant to the authority under the Fire Protection District Act (70 ILCS 705/16.06 *et seq.*) and the Board of Fire and Police Commissioners Act (65 ILCS 5/10-2.1-6.3 *et seq.*) declines to participate in the selection of candidates from that list and elects to follow the procedure outlined in this Chapter.

Nothing in these Rules shall be interpreted to foreclose the decision by the Board at a future date to participate in the alternative procedure for original appointment of firefighters pursuant to the Fire Protection District Act, 70 ILCS 705/16.06c, or the Board of Fire and Police Commissioners Act, 65 ILCS 5/10-2.1-6.4. In the event such option is exercised, the Board will give appropriate notice of the option exercised and the procedures that will govern the original appointment of firefighters if the statewide option is invoked.

#### **B. Original Appointment Testing by the Fire Commission**

The examination and qualifying standards for employment of firefighters shall be based on: mental aptitude, physical ability, preferences, moral character, and health. Any examination and testing procedure utilized to determine a candidate's mental aptitude for qualification as a firefighter shall be supported by appropriate validation evidence. The mental aptitude (written examination), physical ability, subjective component based on merit criteria as determined by the Board, and preference components shall determine the applicant's qualification for and placement on the final register of eligible candidates.

No examination shall contain questions regarding the applicant's political or religious opinions or affiliations. (70 ILCS 705/16.06b(c) and (d))

**3.03 Order and Weight of Examinations**

The Board shall determine the order, weight, and criteria for evaluating all elements of the testing process prior to administering each examination. All grades shall be based upon weighing of criteria defined by the Board. Such criteria shall be established before tests are administered.

**3.04 Orientation**

One or more orientations may be held for all applicants and, if held, shall be considered a mandatory part of the testing process. The Board or its agents shall explain the testing process and provide information so that the applicants are oriented regarding the position for which they apply. Applicants will receive notice of the orientation session(s) and must attend the session(s) assigned unless prior arrangements are made with the Fire Chief or his designee to attend an alternate session. Failure to attend the session(s) assigned will result in disqualification.

**3.05 Written Examinations**

Written examinations shall be administered in order to measure specific job-related criteria. The test procedure will be determined by the Board or its agent or designee. Written tests may be used to differentiate among candidates beyond the passing level when the tests can be shown to be predictive of job skills or performance as documented by a validation study. All written examination papers shall become the property of the Board. The grading of the written examination by the Board and/or its designees or agents shall be final and conclusive and not subject to review by any other board, tribunal, or court of any kind or description. The candidates may be ranked based on their scores on the written examination. Any such initial ranking may be used to determine eligibility to participate in subsequent portions of the examination process.

**3.06 Physical Fitness**

Applicants are required to undergo an examination of their physical ability to perform the essential functions included in the duties they may be called upon to perform as a member of a fire department. The Board elects to utilize the Candidate Physical Ability Test (CPAT) with ladder certification for the purpose of testing physical fitness. Applicants must provide proof of a current and valid CPAT card with ladder certification with their completed job application and at time of conditional offer of employment. 70 ILCS 705/16.06b(f). Any costs associated with the CPAT and ladder certification will be at the expense of the applicants.

In the event any applicant who has been found eligible for appointment and whose name has been placed upon the final eligibility register has not been appointed to a firefighter position within one year after the date of his or her CPAT and ladder certification, the Board may require proof of subsequent CPAT and ladder certification prior to his or her appointment. If the applicant does not provide proof of subsequent CPAT and ladder certification, the applicant shall not be appointed. His or her name will be retained upon the register of eligible candidates and when next reached for certification and appointment that applicant may provide proof of subsequent CPAT and ladder certification. If at this time the candidate's again fails to provide proof of subsequent

CPAT and ladder certification, the applicant shall not be appointed, and his or her name shall be removed from the Final Eligibility Register. 70 ILCS 705/16.06b(c).

**3.07 Preliminary Eligibility Register**

The Board may create a Preliminary Eligibility Register. A candidate is eligible to be placed on this Register based upon his or her passage of the written examination, by attaining the minimum score set by the Board. The Board will announce the minimum score prior to each written test. The minimum score should be set so as to demonstrate a candidate's ability to perform the essential functions of the job, and shall be supported by appropriate validation evidence.. The Board may consider CPAT before or after the creation of the Preliminary Eligibility Register and any subjective components subsequent to the creation of the Preliminary Eligibility Register. The Board may wait to exercise its option to utilize a Preliminary Eligibility Register until after all applications have been accepted.

**3.08 Subjective Component (Oral Examinations)**

The Board may examine or cause to be examined all or a portion of the candidates for positions in the District under its jurisdiction through an oral interview. Interviews shall be administered according to a structured pattern established by the Board and shall measure criteria which the Board shall designate prior to the interview. There shall be no minimum passing score for this component. Scores will be calculated and used to rank candidates for placement on the Initial Eligibility Register.

**3.09 Initial Eligibility List**

The Board will prepare an "Initial Eligibility List" of the candidates successfully completing the examination process. The examination components for the Initial Eligibility List shall be graded on a 100-point scale. The candidates will be listed in order of excellence based on their final weighted score. When more than one applicant receives the same number of points, placement on the Initial Eligibility List shall be assigned by lottery. A dated copy of the Initial Eligibility List shall be sent to each person thereon. The Initial Eligibility List is subject to change with the addition of veteran, educational, or professional or paid on call experience preference points.

**3.10 Final Eligibility List**

**A. Generally**

In order to qualify for placement on the Final Eligibility Register, an applicant's score on the written examination must be at or above the minimum score set by the Board. 70 ILCS 705/16.06b(g). Where more than one applicant receives the same number of points, placement on the Final Eligibility Register shall be assigned by lottery. (70 ILCS 705/16.07 and 16.08; 65 ILCS 5/10-2.1-8 and 10-2.1-9 The Final Eligibility Register shall remain valid for two (2) years after which it will expire, and the Board will strike off all remaining names. (70 ILCS 705/16.06b(h); 65 ILCS 5/10-2.1-9)

**B. Preference Points**

Candidates shall receive information regarding preference points with the District's application form. The Board must provide for no fewer than 10 nor more than 30 preference points for applicants to apply for each test. The Board reserves the right to establish the amount of preference points to be awarded for

every category except preference points for veteran status. The Board will state any available preference points in the remaining categories at the time notice of the examination is posted (see **Appendix A, Form 3**). If eligible for preference points, candidates shall make a claim in writing using the form included with the District's application form (see **Appendix A, Form 4**), with proof thereof within ten (10) days after the date of the Initial Eligibility Register or such claim shall be deemed waived. The Board will prepare a "Final Eligibility Register" which shall include approved preference points.

The Commission may assign preference points from among the following categories:

1. **Veteran's Preference Points**

Applicants who served in the United States military actively for at least one (1) year and who were honorably discharged or are now on inactive or reserve duty shall receive five (5) points. Proof of such service must include a copy of Military Form DD-214 (long form) as proof of active service, evidence of the honorable discharge and a sworn affidavit by the applicant (see **Appendix A, Form 5**).

2. **Fire Cadet Preference Points**

Applicants who have successfully completed 2 years of study in fire techniques or cadet training within a cadet program established under the rule of the Joint Labor and Management Committee may receive from zero (0) to five (5) preference points, at the Board's discretion.

3. **Educational Preference Points**

Applicants who have successfully obtained an associate's degree in the field of fire service or emergency medical services, or a bachelor's degree from an accredited college or university may receive from zero (0) to five (5) points, at the Board's discretion. An official transcript with seal must be included with the request for preference points as proof of the attainment of degree.

4. **Paramedic Preference Points**

Applicants who have obtained certification as an Emergency Medical Technician-Paramedic (EMT-P) may receive from zero (0) to five (5) preference points, at the Board's discretion.

5. **Experience Preference Points**

All applicants employed by the District who have been paid-on-call or part-time certified Firefighter II, certified Firefighter III, State of Illinois or nationally licensed EMT-B or EMT-I, licensed paramedic, or any combination of those capacities may be awarded from zero (0) to five (5) points at a rate of up to one half (1/2) point for each year of successful service.

Applicants from outside the District who were employed as full-time firefighters or firefighter-paramedics for at least two (2) years at another fire protection district or municipality may be awarded from zero (0) to five (5) points at a rate of up to one (1) point for each year of successful service. No experience preference points will be awarded to applicants for service with a private employer who had a contract for fire or ambulance service with a fire protection district or municipality. The Board shall prorate the awarding of the points based on partial years of experience under this section.

Proof of such service must include submission of copies of applicable certificates and a sworn affidavit by the applicant (see **Appendix A, Form 5**). Note that proof of POC or full-time service may be verified by the District. No person shall be awarded more than the maximum of five (5) points for experience.

6. **Residency Preference Points**

The Board, at its discretion, may award from zero (0) to five (5) preference points to applicants whose principal residence is located within the District's jurisdiction.

7. **Additional Preference Points**

The Board reserves the right to award up to an additional five (5) preference points for unique categories based on an applicant's experience or background as identified by the Board and announced with the notice of the examination

8. **Limitations on Application of Preference Points**

No application of experience preference points may be allowed that will cause any candidate on the Initial Eligibility List to pass over or be listed above a veteran. In the case of a tie between candidates immediately below a veteran, those tied shall be ranked according to the total they would have achieved if all experience points could have been awarded. Any remaining ties shall be broken by lottery. (**Appendix A, Forms 6 and 7**)

C, **Expiration of List**

The Final Eligibility List shall remain valid for two (2) years after which it will expire, and the Board will strike off all remaining names. (70 ILCS 705/16.07, 16.08 and 16.10; 65 ILCS 5/10-2.1-8 and 10-2.1-9)

**3.11 Release of Information**

Information regarding specific elements of the testing process for any candidate shall be deemed to be confidential and shall not be released to a third party not serving as an agent of the Board in the examination process without written approval of the candidate.

**3.12 Disqualification**

The Board may refuse to examine an applicant, or after examination, may refuse to certify a candidate as eligible, or may refuse to appoint an eligible:

- A. who fails to fully complete the application or fails to comply with the requirements of the application or examination process in any respect;
- B. who is found lacking in any of the established bona fide occupational requirements of the position for which the candidate applies;
- C. who is physically unable to perform the essential duties of the position to which the candidate seeks appointment with or without reasonable accommodation;

- D. who uses intoxicating substances to the extent that performance may be diminished on the job, or who currently uses any nonprescription controlled substances or narcotics;
- E. who tests positive for drugs or other illegal, non-prescription narcotics identified in the District's Drug and Alcohol Policy;
- F. who has been convicted of any felony or a misdemeanor involving moral turpitude pursuant to Section 5/10-2.1-6 of the Illinois Municipal Code (65 ILCS 5/10-2.1-6);
- G. who has attempted to practice any deception or fraud in completing the application or examination process;
- H. whose character and employment references are unsatisfactory;
- I. who has been dismissed from any public service for good cause; or
- J. for any lawful reason, including any other reason set forth in Section 10-2.1-6 of the Illinois Municipal Code (65 ILCS 5/10-2.1-6).

**3.13 Notification of Candidates**

Each candidate completing the testing process will be notified within a reasonable time as to his or her ranking. In the event that the candidate achieves a numerical score that would place him or her in the "not qualified" category, that person shall receive notice stating that he or she has failed to achieve an aggregate passing score and will not be placed on the eligibility list.

**3.14 Change of Address**

It shall be the duty of each applicant for appointment to inform the Commission in writing of any change of address or telephone number. Failure to properly notify the Commission may be considered sufficient grounds to strike the name of the applicant from the Final Eligibility List.

## **CHAPTER 4 – INITIAL APPOINTMENT AND WAIVER OF APPOINTMENT**

### **4.01 Filling of Vacancies**

After authorization to hire is given by the Board of Trustees to the Board of the Fire Commissioners, all Conditional Offers of Employment, (see **Appendix A, Form 13**), shall be made from the Final Eligibility List in the order in which the eligible candidates appear on the list, provided the candidates have satisfied all requirements established by the Board. The Board shall appoint the person with the highest ranking on the Final Eligibility Register; however, if the Board has reason to conclude that the highest ranked person fails to meet the minimum standards for the position or if the Board believes an alternative candidate would better serve the needs of the department, then the Board has the right to pass over the highest ranked individual. In this event, the Board may appoint either (i) any person ranking in the top five percent (5%) of the final eligibility roster, or (ii) any person who is among the top five (5) highest ranked persons on the Final Eligibility Register if the number of people ranking in the top five percent (5%) is less than five (5) individuals. 70 ILCS 705/16.06b(b).

### **4.02 Acceptance of Appointment**

An eligible candidate who has received a Conditional Offer of Employment shall notify the Board of his or her intent to accept the conditional offer within five (5) business days of receipt of the offer. A candidate who has been certified by the Board to fill a vacancy may waive said appointment without losing his or her place on the eligibility list provided the candidate notifies the District of his or her waiver within five (5) business days of receiving a conditional offer of appointment. The right to waive appointment shall exist only once for each eligible candidate. An eligible candidate who refuses a second offer of appointment or untimely requests a waiver shall be stricken from the eligibility list.

### **4.03 Background Investigation**

The Board shall also require that an in-depth background investigation be completed for all positions in the District for which it has jurisdiction. Such investigation shall examine the candidate's work record, criminal conviction history, educational experience and other factors of background and life experience which shall be reasonably related to the requirements of the position. This portion of the application process will be graded on a pass/fail basis. At the time a candidate accepts a conditional offer of employment, he or she shall execute an Initial Employment Agreement (see **Appendix A, Form 8**). (65 ILCS 5/10-2.1-6.2)

### **4.04 Medical Examinations**

After a conditional offer of employment, and the successful completion of any other conditions of hire, candidates for appointment shall be required to submit to basic medical examinations, by physicians selected by the District. These examinations may include psychological and comprehensive drug evaluations. The extent and scope of the examinations shall be determined by the Board and shall be graded on a pass/fail basis. The Board shall pay for the basic required medical examination; however, if additional medical evaluations, testing, or treatment are required in order to determine the candidate's fitness for duty, the candidate shall be responsible for obtaining and paying for the additional medical evaluation, testing, or treatment. (70 ILCS 705/16.06)

**4.05. Fingerprints**

The candidate shall be required to be fingerprinted as directed by the District. (65 ILCS 5/10-2.1-6.1 and 10-2.1-6.2; 20 ILCS 2605/2605-330)

**4.06 Temporary Appointments to Entry-Level Positions**

The Board may make temporary appointments of candidates for entry level positions until regular appointments may be made under these Rules. The Board shall exercise such authority only when the Board of Trustees has entered appropriate findings of the need to prevent a stoppage of public business, to meet extraordinary exigencies, or to prevent material impairment of the District. A temporary entry level appointment shall not exceed a period of sixty (60) days. No person shall receive temporary appointment to the same position more than twice in any calendar year. (70 ILCS 705/16.12)

## **CHAPTER 5 – PROBATION**

### **5.01 Probation Period**

Appointees to entry level positions in the District under the authority of the Board shall be on probation for one (1) year from the date of employment unless the Board of Trustees establishes a longer probationary period for firefighters with paramedic duties. Upon satisfactory completion of the probationary period, the appointment shall become permanent upon written notification from the Board. The probation period shall exclude periods of training, or injury or illness leaves, including duty related leave of more than 30 days in length. If an absence greater than thirty (30) days is granted by the District during a firefighter's probationary period, the probationary period shall automatically be extended by the length of the absence. The employee shall be notified of the extension of the probationary period. (65 ILCS 5/10-2.1-4; 70 ILCS 705/16.13b)

### **5.02 Discharge of a Firefighter during Probationary Period**

The Board of Trustees has the sole authority to terminate a probationary firefighter during the first twelve (12) months of employment. Any firefighter/paramedic with a greater than twelve (12) month probationary period may be terminated by the Board of Fire Commissioners after twelve (12) months of employment as provided by these Rules. A probationary firefighter and/or paramedic is an employee-at-will and may be suspended or terminated whenever the Board of Trustees determines that the employee's performance or conduct is unsatisfactory for any or no reason. (65 ILCS 5/10-2.1-4; 70 ILCS 705/16.13b)

## **CHAPTER 6 – PROMOTIONS**

### **6.01 Rank and Classification**

The District's order of ranks in the chain of command shall be as determined by the Board of Trustees. The Board shall confer with the Trustees and their designees for the purpose of establishing and maintaining standards of examinations and promotions based upon such information as job descriptions, departmental regulations, and any applicable collective bargaining agreement. The promotions Article of the current collective bargaining agreement(s) in place in the District has been excerpted and attached hereto as Appendix B. The determination of whether a position is a rank classification rests solely with the Board of Trustees.

### **6.02 Promotional Lists**

Promotional lists of qualified eligibles shall be established as needed for the non-exempt ranks designated by the Board of Trustees.

### **6.03 Method of Promotion**

All promotions to ranks in the District under the jurisdiction of the Board may be made on the basis of ascertained merit, subjective evaluation, seniority points, and written examination in full compliance with any applicable collective bargaining agreement, the Fire Department Promotion Act (50 ILCS 742/1 *et seq.*), and all other applicable laws. All vacancies shall be filled by promotion. Applications for officer positions in the form of **Appendix A, Form 9** to these Rules shall be completed and submitted to the Board prior to the deadline set by the Board of Fire Commissioners. All examinations for promotions shall be competitive among the members of the next lower rank who meet any eligibility requirements set forth for the promoted position. Promotions to the rank of lieutenant shall be from among all commissioned firefighters and firefighter-paramedics of the District who meet the eligibility requirements set forth in **Appendix B**. Promotions to the rank of captain shall be from among all lieutenants and lieutenant-paramedics of the District who meet the eligibility requirements set forth in **Appendix B**. (50 ILCS 742/15 and 20; 70 ILCS 705/16.11)

### **6.04 Criteria for Determining Promotions**

The Board shall identify the criteria to be used in the evaluation of all candidates prior to administering each promotional examination. Eligibility requirements to participate in the promotional process shall be established and shall be published by posting on station bulletin boards at least one (1) year in advance of the date of the beginning of the promotional examination process. This posting requirement may be waived or reduced by mutual written consent of the District and the exclusive bargaining agent of the affected employees. All promotional candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component (see **Appendix B**). Each component of the testing process shall be based on a 100-point scale, and following the application of the weighting process, the total score shall also be based on a 100-point scale. (50 ILCS 742/20 and 30)

### **6.05 Examination Process**

The exact examination process and testing procedures used shall be determined by the Board, pursuant to the terms of any applicable collective bargaining agreement, prior to

advertising for the examination and shall be disseminated to all participants. In all cases, the compilation and posting of a seniority list shall take place first and shall be calculated as of the date of the written examination, followed by the ascertained merit and subjective evaluation portions of the examination process. The written examination shall in all cases be administered and graded last. Monitoring of the portions of the promotional examination that are amenable to monitoring may take place in accordance with Section 25 of the Fire Department Promotion Act and any applicable collective bargaining agreement (50 ILCS 742/15, 25, 30, 35, and 40).

#### **6.06 Notice of Promotional Examinations**

Written notice of the time, date, and location of every promotional examination shall be posted by the Board on the District's bulletin board for a minimum of ninety (90) days prior to any promotional examination. This notice requirement may be waived or reduced by mutual written consent of the District and the exclusive bargaining agent of the affected employees. The Board shall also give notice of every promotional examination by publication at least two (2) weeks preceding the examination, in one or more newspapers published in the District. However, all members of the District for which the promotional examination is to be given may waive notice by publication in writing. The notice of examination shall include a statement of:

- A. the deadline by which all applications will be received;
- B. the time and place where such examinations will be held;
- C. the position to be filled from any resulting eligibility list;
- D. the applicable minimum aggregate passing score, if any; and
- E. a list of recommended reference materials and their availability.

Reading and study materials for current written examinations and the reading list for the last two (2) written examinations for each rank shall be made available and accessible at each fire station. (50 ILCS 742/15 and 35; 70 ILCS 705/16.09; and 65 ILCS 5/10-2.1-13)

#### **6.07 Promotional List**

After completion of the promotional testing process, the Board will prepare a preliminary promotional list. Applicants who are eligible for and elect to use their military preference credit must make a claim for such credit in writing to the Board within ten (10) days after the posting of the preliminary promotional list or such claims shall be deemed waived (see **Appendix A, Forms 10 and 11**). The Board shall award veteran's preference points to those eligible veterans timely claiming the credit in accordance with Section 16.08a of the Fire Protection District Act; and Sections 10-2.1-10, 10-2.1-11 and 10-2.2-12 of the Illinois Municipal Code. No person shall receive preference for a promotional appointment after receiving one promotion from an eligibility list on which he or she was allowed military preference points (see **Appendix A, Form 12**).

Once all claimed preference points have been awarded, the Board shall certify a final adjusted promotional list. The final adjusted promotional list shall expire in three (3) years from the date of its creation. Any names remaining on the list shall be stricken from the list upon its expiration. (50 ILCS 742/20; 70 ILCS 705/16.08a; 65 ILCS 5/10-2.1-10, 10-2.1-11 and 10-2.1-12)

**6.08 Filling of Vacancies**

All promotions shall be awarded to the person with the highest ranking on the final adjusted promotional list for that rank, unless the Board has reason to conclude that the highest ranked 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 promotional list. (50 ILCS 742/20(d))

**6.09 Acceptance of Promotion**

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotional list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotional list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations. (50 ILCS 742/20(d))

**6.10 Right to Review**

Any person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotional list, or veteran's preference, shall be entitled to a review of the matter. Employees not covered by a collective bargaining agreement have ten (10) days following the posting of the final promotional list to request the right to review, and untimely requests are deemed waived. The Board will conduct the review at its next regularly scheduled meeting and issue a final opinion on the matter within seven (7) days thereafter. Employees covered by a collective bargaining agreement may file a grievance under the terms and limitations of the applicable collective bargaining agreement. (50 ILCS 742/60)

**6.11 Temporary Appointments to Promoted Ranks**

If there is no final adjusted promotion list in effect for the rank on the date a vacancy occurs, or if all persons on the final adjusted promotion list refuse the promotion, the Board shall not make a permanent promotion until a new final adjusted promotional list has been prepared. In such cases, a successor list shall be prepared and distributed within 180 days after a vacancy. Temporary promotions may be made for up to 180 days in the absence of a promotional list. (50 ILCS 742/15 and 20; 70 ILCS 705/16.11)

The Board may make temporary appointments of members for promotional positions until regular appointments may be made under these Rules. The Board shall exercise such authority only when the Board of Trustees has entered appropriate findings of the need to prevent a stoppage of public business, to meet extraordinary exigencies, or to prevent material impairment of the District. No person shall receive temporary appointment to the same position more than twice in any calendar year. Temporary promotions shall not exceed 180 days. (50 ILCS 742/5; 70 ILCS 705/16.12).

**6.12 Voluntary Reassignment**

Any officer may petition the Chief for reassignment to a lower rank. Upon approval of the Chief, the officer will be reassigned to the lower rank, and simultaneously therewith the Board of Fire Commissioners will promote another employee to the position held by the officer requesting reassignment as long as the Trustees determine the position is open.

**6.13 Removal or Demotion**

The Chief may file charges pursuant to Chapter 9 of these Rules seeking the removal or demotion of an officer to a lower rank. A hearing on the charges will be held in accordance with the procedures set forth in Chapter 9 for suspension, removal, and dismissal hearings.

**CHAPTER 7 – ORDER OF RANK AND OATH OF OFFICE**

**7.01 Order of Rank**

The order of rank of the District shall be as provided by District ordinance.

**7.02 Oath of Office**

Before entering duty, any appointee or promotee of the District shall take the following oath before the Board of Fire Commissioners or Board of Trustees:

"I \_\_\_\_\_, do solemnly swear or affirm that I will support the Constitution and Laws of the United States, the Constitution and Laws of the State of Illinois, and the ordinances, rules and regulations of the Oswego Fire Protection District and that I will faithfully discharge the duties of the Office of \_\_\_\_\_ according to the best of my ability."

Signed \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## **CHAPTER 8 – STANDARDS OF CONDUCT**

### **8.01 Rules**

Personnel of the District shall be governed by departmental policies, procedures, practices, rules, and regulations. Any violation of District policies, procedures, practices, rules, and regulations or of the laws of any local, State, or Federal government by any member of the District may be cause for the filing of charges against said member.

## **CHAPTER 9 – REMOVAL, DISCHARGE AND SUSPENSION**

### **9.01 Prehearing Procedures**

#### **A. Filing of Complaints**

Complaints subject to the jurisdiction of the Board shall be filed by the Trustees or the Fire Chief with the Secretary of the Board setting forth a plain and concise statement of the facts upon which the charge of misconduct is based.

#### **B. Notification of Hearing**

Upon the filing of a complaint with the Secretary of the Board, the Secretary shall notify both the complainant and respondent either by registered or certified mail, return receipt requested or personally of the time and the place of the hearing and the charges contained in the complaint. The respondent shall also be served with a copy of the complaint.

#### **C. Stipulations**

Parties may on their own behalf or by counsel stipulate and agree in writing or on the record to evidentiary facts. Facts so stipulated shall be considered as evidence in the proceeding.

#### **D. Objections to Sufficiency of Charges**

Motions or objections to the sufficiency of written charges are proper at any time prior to commencement of the evidentiary portion of a hearing before the Board.

#### **E. Subpoenas**

Either the complainant or the respondent may at any time before a hearing make application for subpoenas by filing with the Board a written request identifying the individual to appear or the books, papers, records, accounts and other documents to be produced. On the filing of such applications, subpoenas will be issued. Subpoenas may be served by any person of the age of twenty-one (21) years or older. Subpoenas will not be issued for anyone residing outside of the State of Illinois. Any requests for continuance by reason of inability to serve subpoenas shall be filed in the Office of the Board at least three (3) days before the date set for such hearing; provided, however, that the Board in its discretion may waive this rule.

#### **F. Service**

All papers required to be served shall be delivered personally to the party designated, or mailed by certified United States mail, return receipt requested, in an envelope properly addressed with the postage prepaid to the designated party at his or her last known residence as reflected by documents filed with the Board, except as herein otherwise provided. Proof of service of any document may be made by the certification of any person delivering the same to the designated party personally, or by filing a return receipt showing that a paper was mailed by either registered or certified mail, return receipt requested, to the party's address where it was received by a named party.

#### **G. Filing**

All documents may be filed with the Board by mailing them or delivering them to the Office of the Secretary of the Board at 3511 Woolley Road, Oswego, Illinois 60543. For

the purpose of these Rules, the filing date of any document shall be the date of the business day (excluding weekends and holidays) it was received in the Board's office whether the document is delivered personally or by messenger or by mail. Items received after 4:30 p.m. on Friday and before 8:30 a.m. on Monday shall be deemed "filed" on Monday, provided that Monday is not a holiday. If Monday is a holiday, the item shall be deemed "filed" on the next business day.

H. **Forms of Paper**

All documents filed in any proceeding shall be typewritten or printed and shall be on one side of 8 1/2" x 11" paper only. The document shall be double-spaced except that long quotations may be singled-spaced and indented. The original of all documents filed shall be signed in ink by the party filing the document or by an officer, agent or attorney thereof. If documents are filed by an attorney, his or her name, address and telephone number shall appear thereon.

I. **Computation of Time**

The time within which any act under these rules is to be done shall be computed only on the business days, Monday through Friday, excluding holidays recognized by the District, except as provided in (J) below.

J. **Date of Hearing**

Time for the hearing of charges shall be set by the Board within thirty (30) calendar days from the time of the filing of such charges. Continuances may be granted from time to time upon motion of any party to the proceeding by the order of the Board. The granting of or refusing to grant a continuance of a hearing is within the discretion of the Board.

**9.02 Hearing of Charges**

- A. Hearings before the Board are quasi-judicial proceedings. The provisions of the Illinois Code of Civil Procedure shall not be binding on the Board, but may be referred to in guiding the Board in its proceedings. The Board shall determine any special rules for conducting the hearing.
- B. "Counsel" as used herein means one who has been admitted to the bar as an attorney at law in the State of Illinois.
- C. No rehearing, reconsideration, modification, vacation, or alteration of a decision will be allowed, except upon a written request filed within five (5) calendar days of the Board's decision. While any request for rehearing, reconsideration, modification, vacation, or alteration is pending, the time period for review under the Administrative Review Act shall be tolled. (75 ILCS 5/3-101 *et seq.*)
- D. In any hearing, including a hearing requested by any employee, the burden shall be upon the Trustees or the Fire Chief to prove the charges by the preponderance of the evidence.
- E. All hearings shall be conducted in accordance with the Open Meetings Act. (5 ILCS 120/1 *et seq.*)
- F. At the time and place of hearing, parties may be represented by counsel if they so desire.
- G. All proceedings before the Board during the conduct of a hearing shall be recorded by a court reporter to be employed by the Board.

- H. The records of all hearings will not be transcribed by the court reporter unless requested by the Board or any party of interest. When a party of interest requests that a transcribed record be kept, the party of interest shall pay for the cost of transcription and record preparation.
- I. All witnesses shall be sworn in by a member of the Board or the court reporter prior to testifying. All matters will be decided by the Board upon evidence presented at the hearing.
- J. The Board will first hear the witnesses substantiating the charges which have been made against the respondent. Thereafter, the respondent may present and examine those witnesses whom he or she desires the Board to hear. All parties shall have the right to cross-examine witnesses presented by the opposite party. Both parties shall have the right of rebuttal.
- K. The Board's attorney shall serve as counsel to the Board.
- L. All hearings may be bifurcated, and if so, the initial hearing shall be over the alleged misconduct. If the misconduct is upheld, a second hearing shall be conducted on the penalty assigned.

### **9.03 Suspension Pending Hearing**

In cases where a hearing of the charges is pending on seeking the suspension of a member, the Board may suspend a member of the District against whom charges have been proffered for up to thirty (30) days without pay until the conclusion of such proceedings. In cases where a hearing on the charges is pending on seeking the dismissal of a member, the Board may suspend a member of the District against whom charges have been proffered for an unlimited period without pay. Such suspension may be considered a part of the disciplinary action if the employee is found guilty.

If the Board is contemplating the suspension of a member pending a full hearing on the charges, the Board shall hold an informal pre-suspension meeting with the employee to allow the employee a chance to respond orally to the charges and the proposed suspension pending the hearing on the charges. The employee shall receive written notice of the meeting by personal service or certified mail, return receipt requested, and shall be afforded protections under the Firemen's Disciplinary Act, where applicable. (50 ILCS 745/1 *et seq.*)

### **9.04 Suspension by the Fire Chief**

- A. The Fire Chief shall have the right to suspend any member under his or her command without pay for a period not to exceed twenty-four (24) duty hours for any one offense, providing no charges regarding the same offense(s) have been filed and are pending before the Board. The Chief shall promptly notify the Board in writing of the suspension.
- B. Any firefighter so suspended shall be entitled to appeal the suspension by requesting in writing a hearing before the Board within five (5) calendar days after notification of the suspension. The request for an appeal hearing must be filed with the secretary of the Board. A hearing shall be granted upon such request and due notice shall be given to the Fire Chief and to the employee in the same manner as if charges were originally filed before the Board.
- C. Upon conclusion of the suspension appeal hearing, the Board may sustain the action of the Fire Chief, may reduce the suspension, or reverse the suspension with instructions that the officer or member suspended receive pay and benefits withheld for the period involved, or may suspend the employee for an additional period of up to thirty (30) days,

demote the member to a lower rank and/or discharge the member or officer, as it deems appropriate.

**9.05 Findings and Decision**

The findings and decision of the Board following a hearing of charges shall be recorded by the Secretary and notice of said findings and decision sent to the member involved and the Board of Trustees for enforcement. A member may be discharged, removed from a higher rank, or suspended without pay for a period not exceeding thirty (30) calendar days.

The Board shall inform the Board of Trustees of any decision discharging a member from employment or removing a member from a higher rank and demoting the member to a lower rank and the reasons for its decision. Any discharge or removal decision shall not become effective until confirmed by a majority vote of the Board of Trustees.

Notice of the Board of Trustees' confirmation vote shall be provided to the respondent, complainant, and the Board of Fire Commissioners. Notice of the confirmation vote shall be the final administrative decision for purposes of administrative review for demotions or discharges. All other findings and decisions of the Board involving disciplinary sanctions less than demotion or discharge shall be final administrative decisions and are not subject to the Board of Trustees' confirmation.

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#### **APPENDIX B**

Testing Criteria for Promotions

FORM 1

OSWEGO FIRE PROTECTION DISTRICT  
BOARD OF FIRE COMMISSIONERS  
BUDGET REQUEST

(Date)

Re: Annual Budget Request of the Board of Fire Commissioners

Request is hereby made that the following proposed operating budget be appropriated in the Annual Budget and Appropriation Ordinance to be passed for the current year for purposes of the Board of Fire Commissioners of the Oswego Fire Protection District.

**Board of Fire Commissioners**  
**Proposed Budget**

- General & Administrative
- Advertising
- Other Testing Procedures (Physical Fitness, Background, Oral Exams)
- Written Exams
- Psychological Exams
- Legal Fees
- Conference & Travel
- Dues & Fees
- Contingencies and Other Matters
- Salary
  - Fire Commission (Secretary)
  - Fire Commissioners

Respectfully submitted,

**Board of Fire Commissioners**  
**Oswego Fire Protection District**

Chairperson: \_\_\_\_\_

Secretary: \_\_\_\_\_

Member: \_\_\_\_\_

Member: \_\_\_\_\_

Member: \_\_\_\_\_

FORM 2

OSWEGO FIRE PROTECTION DISTRICT - STATE OF ILLINOIS  
FIREFIGHTER APPLICANT PERSONAL DATA QUESTIONNAIRE

FIREFIGHTER APPLICATION PACKET NUMBER: \_\_\_\_\_

1. Name \_\_\_\_\_  
last first middle

2. List any other names you have used or been known by (*include maiden name*): \_\_\_\_\_  
\_\_\_\_\_

3. Address: \_\_\_\_\_  
Number & Street City State Zip

4. Home Phone No. (\_\_\_\_\_) \_\_\_\_\_

5. Business Phone No. (\_\_\_\_\_) \_\_\_\_\_

6. Driver's License State \_\_\_\_\_

Driver's License No. \_\_\_\_\_ Class \_\_\_\_\_

7. Social Security No. \_\_\_\_\_

8. Firearm Owner's I.D. No. \_\_\_\_\_

9. U.S. Citizen? Yes \_\_\_\_\_ No \_\_\_\_\_  
If no, are you an alien with evidence of intention to become a U.S. Citizen?  
Yes \_\_\_\_\_ No \_\_\_\_\_

LIST ALL FORMER ADDRESSES FOR THE PAST TEN YEARS IN CHRONOLOGICAL ORDER

10. Address \_\_\_\_\_  
Number & Street City State Zip

11. Address \_\_\_\_\_  
Number & Street City State Zip

12. Address \_\_\_\_\_  
Number & Street City State Zip

13. Address \_\_\_\_\_  
Number & Street City State Zip

14. Address \_\_\_\_\_  
Number & Street City State Zip

**EDUCATION**

15. **CIRCLE HIGHEST GRADE COMPLETED**

GED CERTIFICATE                      HIGH SCHOOL                      COLLEGE 1 2 3 4  
GRADUATE SCHOOL                      M.A.                      Ph.D.                      OTHER

	<b>Name and Address of School (include City and State)</b>	<b>Date(s) Attended</b>	<b>Graduate ? Yes No</b>
16.	High School _____		
17.	Undergraduate Education _____		
18.	Graduate Education _____		
19.	Trade Schools _____		
20.	Paramedic School _____		
21.	EMT School _____		
22.	What college degrees have you attained? _____		
23.	List course work relevant to position for which you have applied: _____ _____ _____		

**MILITARY**

24. Are you now or have you ever been in the military service? Yes \_\_\_\_ No \_\_\_\_\_
25. Branch of service \_\_\_\_\_
26. Are you now or were you ever an active member of any branch of the U.S. Military Reserve Forces or National Guard Unit? Yes \_\_\_\_\_ No \_\_\_\_\_
- Rank \_\_\_\_\_
27. Unit \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

**CONVICTION HISTORY**

28. Have you ever been convicted of a crime other than minor traffic violations?  
Yes \_\_\_\_\_ No \_\_\_\_\_



## EMPLOYMENT HISTORY

List all jobs you have had for the last ten years. Include periods of unemployment. Put your present job first. Include military service in proper time sequence along with temporary or part-time jobs.

30. **Present employer's name:**

\_\_\_\_\_ **Phone** \_\_\_\_\_

**Address** \_\_\_\_\_  
Number & Street City State Zip

**Job Description** \_\_\_\_\_

Do you object to our contacting them? \_\_\_\_\_

**Employed** \_\_\_\_\_ to Present **Salary** \_\_\_\_\_ **Per** \_\_\_\_\_  
month-year

31. **Employer's name** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Address** \_\_\_\_\_  
Number & Street City State Zip

**Job Description** \_\_\_\_\_

Do you object to our contacting them? \_\_\_\_\_

**Employed** \_\_\_\_\_ to \_\_\_\_\_ **Salary** \_\_\_\_\_ **Per** \_\_\_\_\_  
month-year month-year

32. **Employer's name** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Address** \_\_\_\_\_  
Number & Street City State Zip

**Job Description** \_\_\_\_\_

Do you object to our contacting them? \_\_\_\_\_

**Employed** \_\_\_\_\_ to \_\_\_\_\_ **Salary** \_\_\_\_\_ **Per** \_\_\_\_\_  
month-year month-year

33. **Employer's name** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Address** \_\_\_\_\_  
Number & Street City State Zip

**Job Description** \_\_\_\_\_

Do you object to our contacting them? \_\_\_\_\_

**Employed** \_\_\_\_\_ to \_\_\_\_\_ **Salary** \_\_\_\_\_ **Per** \_\_\_\_\_  
month-year month-year

34. **Employer's name** \_\_\_\_\_ **Phone** \_\_\_\_\_  
**Address** \_\_\_\_\_  
Number & Street City State Zip  
**Job Description** \_\_\_\_\_  
Do you object to our contacting them? \_\_\_\_\_  
**Employed** \_\_\_\_\_ to \_\_\_\_\_ **Salary** \_\_\_\_\_ **Per** \_\_\_\_\_  
month-year month-year
35. **Employer's name** \_\_\_\_\_ **Phone** \_\_\_\_\_  
**Address** \_\_\_\_\_  
Number & Street City State Zip  
**Job Description** \_\_\_\_\_  
Do you object to our contacting them? \_\_\_\_\_  
**Employed** \_\_\_\_\_ to \_\_\_\_\_ **Salary** \_\_\_\_\_ **Per** \_\_\_\_\_  
month-year month-year
36. **Employer's name** \_\_\_\_\_ **Phone** \_\_\_\_\_  
**Address** \_\_\_\_\_  
Number & Street City State Zip  
**Job Description** \_\_\_\_\_  
Do you object to our contacting them? \_\_\_\_\_  
**Employed** \_\_\_\_\_ to \_\_\_\_\_ **Salary** \_\_\_\_\_ **Per** \_\_\_\_\_  
month-year month-year
37. **Employer's name** \_\_\_\_\_ **Phone** \_\_\_\_\_  
**Address** \_\_\_\_\_  
Number & Street City State Zip  
**Job Description** \_\_\_\_\_  
Do you object to our contacting them? \_\_\_\_\_  
**Employed** \_\_\_\_\_ to \_\_\_\_\_ **Salary** \_\_\_\_\_ **Per** \_\_\_\_\_  
month-year month-year
38. Have you ever been suspended or terminated, other than from an economic layoff, from any prior employment? Yes \_\_\_\_ No \_\_\_\_ If yes, please explain:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
39. Have you ever resigned from any employment position because of misconduct or unsatisfactory performance or while under investigation? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

40. Have you ever taken a civil service exam? Yes \_\_\_\_\_ No \_\_\_\_\_  
Agency \_\_\_\_\_ Date \_\_\_\_\_ Position on List \_\_\_\_\_  
Status \_\_\_\_\_

41. Are you currently on any eligibility list(s)? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, indicate position applied for, status on list and expiration date of each: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REFERENCES**

Please list three adults not related to you and not former employers, who have known you for more than three years. All persons to whom you refer will be asked to appraise your character, ability, experience, personality, and other qualities.

42. Name \_\_\_\_\_ Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_  
Occupation \_\_\_\_\_ Relationship \_\_\_\_\_

43. Name \_\_\_\_\_ Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_  
Occupation \_\_\_\_\_ Relationship \_\_\_\_\_

44. Name \_\_\_\_\_ Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_  
Occupation \_\_\_\_\_ Relationship \_\_\_\_\_

45. Explain your reasons for wanting to become a firefighter and/or paramedic: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

46. Please review the enclosed job description for the position for which you are applying and state whether you can perform the essential job functions listed therein with or without reasonable accommodation.

Yes \_\_\_\_\_ No \_\_\_\_\_

47. If accommodation is needed, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

48. Person(s) to be notified in case of emergency.

Name \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ Relationship \_\_\_\_\_

**SUBMISSION OF DOCUMENTATION AND CREDENTIALS**

49. I understand that after I am placed on any eligibility list, but before a conditional offer of employment is made, I will be fingerprinted, and a set of my fingerprints will be furnished to the Illinois Department of State Police and to the Federal Bureau of Investigation.

50. I understand that I must provide the Board of Fire Commissioners with COPIES of the following documentation and/or certifications at the times indicated below. Other relevant fire service certificates, such as EMT-B or EMT-P, Firefighter II, Firefighter III, Hazardous Materials I or II, may be submitted with the application but are not required. If at any time any of the documentation is updated or if my credentials change, I must submit the new documentation or certifications to the Commission as soon as possible. I further understand that failure to submit any of the following documentation and/or certifications at the times indicated may result in my application no longer being considered by the Commission and/or loss of my position on the eligibility list or withdrawal of a conditional offer of hire.

DOCUMENTATION

TIME OF SUBMISSION

Oswego Fire Protection District Authorization Form

With this application

Oswego Fire Protection District Physician's  
Certification of Safe Participation in the Job  
Task Test

With this application

Copy of High School or GED diploma  
(Do not send college certificates as substitutes)

With this application

Set of fingerprints

After eligibility register is created but  
before a conditional offer of hire

Valid driver's license

With this application

One of the following:

With this application

- Birth certificate issued by the State Department, Form FS-545
- Birth certificate issued abroad by the State Department, Form DS-1350
- Original or certified copy of a birth certificate issued by a state, county, or municipal authority, bearing a seal
- Native American tribal documents
- U.S. citizen identification card, INS Form 1-197
- Identification card for use of a resident citizen in the U.S., INS Form 1-179

Proof of Passage of CPAT examination no later than one year prior to the time of hire

At conditional offer of employment

**I HEREBY CERTIFY THAT I HAVE READ THE ABOVE QUESTIONS AND STATEMENTS, AND I CERTIFY THAT THERE ARE NO MISREPRESENTATIONS, OMISSIONS, OR FALSIFICATIONS IN THIS QUESTIONNAIRE, AND THAT ALL MY ANSWERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT MISREPRESENTATIONS, OMISSIONS OR FALSIFICATIONS ON THIS QUESTIONNAIRE OR AT ANY TIME DURING THE HIRING PROCESS MAY RESULT IN MY APPLICATION NO LONGER BEING CONSIDERED OR IN TERMINATION OF MY EMPLOYMENT WITH OSWEGO FIRE PROTECTION DISTRICT.**

Dated at \_\_\_\_\_ Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature in Full \_\_\_\_\_

**WE ARE AN EQUAL OPPORTUNITY EMPLOYER.** This organization is committed to the policy of equal employment opportunity in recruitment, hiring, career advancement, and all other personnel practices. Your job related experience and other qualifications will be considered without discrimination on the grounds of race, color, religion, sex, national origin, age, or physical or mental handicap. All information provided in this application will be treated confidentially, and will be used only to help assure the best use of your abilities if you are employed with us.

**OSWEGO FIRE PROTECTION DISTRICT  
AUTHORIZATION FORM**

---

I, \_\_\_\_\_, hereby authorize the OSWEGO FIRE PROTECTION DISTRICT and its agents, employees or representatives to obtain and use all information relating to my previous and current employment, education, military record, criminal conviction history, personal characteristics and all other information which may bear favorably or unfavorably upon my application for employment made to the OSWEGO FIRE PROTECTION DISTRICT. I also consent to the release to the OSWEGO FIRE PROTECTION DISTRICT of any and all medical records prepared during the physical examination I am required to undergo for employment with the OSWEGO FIRE PROTECTION DISTRICT. I further release from liability any person or persons providing or receiving any such information in connection with this pre-employment investigation.

I understand that I will undergo a job task test (CPAT) as part of the application process and that such job task test shall subject me to vigorous physical exercise. I further understand that I should be in appropriate physical condition before performing the test and that I must submit the OSWEGO FIRE PROTECTION DISTRICT CERTIFICATION OF SAFE PARTICIPATION IN JOB TASK TEST form prior to participating in the job task test.

I also agree to indemnify and hold harmless the OSWEGO FIRE PROTECTION DISTRICT, the Board of Fire Commissioners of the OSWEGO FIRE PROTECTION DISTRICT, the individual trustees and commissioners, employees and agents against any claim or loss whatsoever, including but not limited to attorneys' fees and any cost of defense which arises directly or indirectly out of any injury which I might sustain in the job task test and/or application process. I also covenant that for the consideration of my application, I agree not to sue the OSWEGO FIRE PROTECTION DISTRICT, the individual trustees and commissioners, employees and agents for any injury, loss or damage as a result of such process including but not limited to personal injury, wrongful death, court costs, attorneys' fees and interest, in any manner caused directly or indirectly, including the negligent acts or omissions of the OSWEGO FIRE PROTECTION DISTRICT, its trustees and commissioners as well as its employees and agents.

I hereby acknowledge and agree that as a condition of employment with the OSWEGO FIRE PROTECTION DISTRICT, I must maintain at all times a valid State of Illinois Driver's License, of the Class required to operate all vehicles of the OSWEGO FIRE PROTECTION DISTRICT. I do further agree that my failure to maintain said drivers license will constitute reason for withdrawal of a conditional offer of hire or just cause for my dismissal from employment with the District. At time of hire, I must qualify for, obtain and maintain at all times a valid State of Illinois Firefighter II certification. I do further agree that my failure to obtain and maintain the requisite certifications will constitute reason for withdrawal of a conditional offer of hire or just cause for my dismissal from employment with the District.

Signature \_\_\_\_\_

SUBSCRIBED and SWORN to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**WE ARE AN EQUAL OPPORTUNITY EMPLOYER.** This organization is committed to the policy of equal employment opportunity in recruitment, hiring, career advancement, and all other personnel practices. Your job related experience and other qualifications will be considered without discrimination on the grounds of race, color, religion, sex, national origin, age, or physical or mental handicap. All information provided in this application will be treated confidentially, and will be used only to help assure the best use of your abilities if you are employed with us.

FORM 3

OSWEGO FIRE PROTECTION DISTRICT  
CERTIFICATION OF SAFE PARTICIPATION IN JOB TASK TEST

---

APPLICANT'S NAME: \_\_\_\_\_  
Print full name, including middle initial

ADDRESS: \_\_\_\_\_

DATE OF PHYSICIAN'S EXAMINATION: \_\_\_\_\_

---

As part of the Oswego Fire Protection District firefighter application process, applicants must participate in a job task test (CPAT). The job task test will subject the applicants to vigorous physical exercise. The Oswego Fire Protection District does not assume any responsibility for any medical consequences that may arise from participating in the applicant selection process.

Prior to taking the test, the applicants are required to submit this Certification of Physical Condition signed by a physician. Attached please find a copy of the applicant information package which outlines the components of the job task test to assist you in completing this certification.

---

PLEASE CHECK AND COMPLETE ONE OF THE FOLLOWING PARAGRAPHS:

\_\_\_\_\_ I have examined \_\_\_\_\_ according to currently accepted medical standards, in light of the Oswego Fire Protection District's job task test components, and have determined that he or she is in appropriate physical condition to participate in the Oswego Fire Protection District job task test.

\_\_\_\_\_ I have examined \_\_\_\_\_ according to currently accepted medical standards, in light of the Oswego Fire Protection District's job task test components, and have determined that he or she is not in appropriate physical condition to participate in the Oswego Fire Protection District job task test.

\_\_\_\_\_  
Signature of Physician

Name of Physician \_\_\_\_\_

Registration Number \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Form 4

OSWEGO FIRE PROTECTION DISTRICT  
PREFERENCE POINTS FOR FIREFIGHTER CANDIDATES

---

After the initial eligibility list is created, candidates who are eligible for preference points may submit a claim for these points in writing to the Board of Fire Commissioners on its standard form. This claim must be made within ten (10) days after the posting of the initial eligibility list or the points will be deemed waived. Applicants may claim up to four types of preference points:

1. **Experience Preference Points**

Applicants who have been employed by the District as paid-on-call or part-time certified Firefighter II, certified Firefighter III, State of Illinois or nationally licensed EMT-B or EMT-I, licensed paramedic, or any combination of those capacities shall be awarded one half (1/2) preference point for each year of successful service up to a maximum of five (5) preference points.

Applicants from outside the District who have been employed as full-time firefighters or firefighter-paramedics for at least two (2) years at another fire protection district or municipality shall be awarded one (1) preference point for each year of successful service up to a maximum of five (5) preference points.

The Board shall prorate the awarding of the points based on partial years of experience under this section. Proof of such service must include submission of copies of applicable certificates and a sworn affidavit by the applicant (see **Appendix A, Form 5**). Note that proof of POC or full-time service may be verified by the District. No person shall be awarded more than the maximum of five (5) preference points for experience.

2. **Veteran's Preference Points**

Applicants who served in the United States military actively for at least one year and who were honorably discharged or are now on inactive or reserve duty shall receive five (5) preference points. Proof of such service must include a copy of Military Form DD-214 (long form) as proof of active service, evidence of the honorable discharge and a sworn affidavit by the applicant.

3. **Educational Preference Points**

Applicants who have successfully obtained an associate's degree in the field of law enforcement, criminal justice, fire service, or emergency medical services, or a bachelor's degree from an accredited college or university shall receive five (5) preference points. A copy of a diploma must be included with the request for preference points as proof of the attainment of degree.

4. **Paramedic Preference Points**

Applicants who have obtained certification as an Emergency Medical Technician-Paramedic (EMT-P) shall receive from one (1) preference point.

Form 5

**OSWEGO FIRE PROTECTION DISTRICT  
PREFERENCE POINT CLAIM FORM AND AFFIDAVIT**

---

If you wish to claim preference points for the final eligibility list for hire with the Oswego Fire Protection District, please complete the following form and submit it with any required attachments within ten (10) days after the posting of the initial eligibility list. Failure to submit the request within ten (10) days shall be deemed a waiver of the points.

**A. Experience Preference Points**

Please state the relevant dates of successful service in the following capacities and attach Firefighter II, Firefighter III and/or Paramedic Certificates; do not include employment with any private company or service even if that employment provided service to a fire district or municipality.

1. **Oswego Protection District  
Paid-On-Call Firefighter II and/or Paramedic**

Date of Service (month/date/year): \_\_\_\_\_ to \_\_\_\_\_

2. **Oswego Fire Protection District  
Paid-On-Call Firefighter III**

Date of Service (month/date/year): \_\_\_\_\_ to \_\_\_\_\_

3. **Full-time Firefighter II and/or Paramedic**

Name of Department/District: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Date of Service (month/date/year): \_\_\_\_\_ to \_\_\_\_\_

Name of Department/District: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Date of Service (month/date/year): \_\_\_\_\_ to \_\_\_\_\_

4. **Full-time Firefighter III**

Name of Department/District: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Date of Service (month/date/year): \_\_\_\_\_ to \_\_\_\_\_

**B. Veteran's Preference Points**

Please state the following information regarding your military service and attach form DD-214 (long form) and proof of honorable discharge:

Branch of Service: \_\_\_\_\_

Unit: \_\_\_\_\_

Rank: \_\_\_\_\_

Date of Service (month/date/year): \_\_\_\_\_ to \_\_\_\_\_

Date of Honorable Discharge: \_\_\_\_\_

**C. Educational Preference Points**

Please state the following information regarding your educational background and attach copies of diplomas as proof of the attainment of a degree:

College Attended: \_\_\_\_\_

Dates of Attendance (month/date/year): \_\_\_\_\_ to \_\_\_\_\_

Degree Awarded: \_\_\_\_\_

College Attended (if applicable): \_\_\_\_\_

Dates of Attendance (month/date/year): \_\_\_\_\_ to \_\_\_\_\_

Degree Awarded: \_\_\_\_\_

**D. Paramedic Preference Points**

Please state the following information regarding your paramedic certification and/or licensure and attach copies all licenses, certificates and registrations as proof of licensure.

State of Illinois Paramedic License Number: \_\_\_\_\_

Expiration Date (month/year): \_\_\_\_\_

Other Paramedic License Number: \_\_\_\_\_

Issuing Body (state of national authority): \_\_\_\_\_

Expiration Date (month/year): \_\_\_\_\_

Applied for Illinois License: Yes: \_\_\_\_\_ No: \_\_\_\_\_

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_

)  
) SS  
)

**CANDIDATE'S AFFIDAVIT**

I, \_\_\_\_\_, being first duly sworn on oath, state  
**Name of Candidate**

that the information set forth in my Oswego Fire Protection District Preference Point Claim Form is true and correct. I understand that any misrepresentation, falsification, or material omission may result in my application no longer being considered by the District, removal from the hiring list, and/or dismissal from the District.

\_\_\_\_\_  
**Candidate's Signature**

Subscribed and Sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_  
Notary Public

\_\_\_\_\_

**For District Use Only**

Date Initial Eligibility was posted: \_\_\_\_\_

Date of Submission of Claim Form: \_\_\_\_\_

Received by: \_\_\_\_\_

Form 6

OSWEGO FIRE PROTECTION DISTRICT  
BOARD OF FIRE COMMISSIONERS  
SUMMARY OF CANDIDATE'S PREFERENCE POINTS

(For internal use only)

Name of Candidate: \_\_\_\_\_

Number of Points: \_\_\_\_\_

**A. Experience Preference Points**

Oswego Fire Protection District  
Paid-on-Call Firefighter II and/or Paramedic \_\_\_\_\_

Oswego Fire Protection District  
Paid-on-Call Firefighter III \_\_\_\_\_

Full-time Firefighter II \_\_\_\_\_

Full-time Firefighter III \_\_\_\_\_

**TOTAL** \_\_\_\_\_

Does the award of experience preference points place the candidate above a veteran on the eligibility list?

Yes \_\_\_\_\_

No \_\_\_\_\_

**B. Veteran's Preference Points**

Has the candidate engaged in military or naval service for a period of at least one (1) year and received an honorable discharge from service or is still engaged in military service?

Yes \_\_\_\_\_

No \_\_\_\_\_

**C. Educational Preference Points**

Has the candidate successfully obtained an associate's degree in a related field or a bachelor's degree from an accredited college or university in any field?

Yes \_\_\_\_\_

No \_\_\_\_\_

**D. Paramedic Preference Points**

Does the candidate hold a valid State of Illinois or national paramedic license or equivalent certification?

Yes \_\_\_\_\_

No \_\_\_\_\_

**TOTAL PREFERENCE POINTS AWARDED TO CANDIDATE (max. 16):** \_\_\_\_\_

Form 7

OSWEGO FIRE PROTECTION DISTRICT  
VERIFICATION OF EMPLOYMENT DATA FORM

---

To the Employer:

\_\_\_\_\_ has requested preference points pursuant to Section 16.07 of the Fire Protection District Act, for the final eligibility list for hire with the Oswego Fire Protection District. Before the Commission awards these points, we ask that you complete the following form which we will use to verify information supplied to us by the applicant. Please use the date that the applicant obtained certification as the beginning date unless he or she had the certification prior to employment.

If you are unable to return this form by \_\_\_\_\_, please contact \_\_\_\_\_

\_\_\_\_\_.

Thank you very much,

Board of Fire Commissioners  
Oswego Fire Protection District

---

I, the undersigned, on behalf of \_\_\_\_\_, (hereinafter the "Department")  
(Fire Protection District or Municipality)

\_\_\_\_\_  
(Address)

hereby certify that \_\_\_\_\_ was/has been employed with the Department in  
(Applicant)

the following capacities:

1. **Full-time Firefighter II and/or Paramedic**

Dates of service (month/date/year): \_\_\_\_\_ to \_\_\_\_\_.

2. **Full-time Firefighter III**

Date of Service (month/date/year): \_\_\_\_\_ to \_\_\_\_\_.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Form 8

**OSWEGO FIRE PROTECTION DISTRICT  
INITIAL EMPLOYMENT AGREEMENT**

---

This Agreement is made and entered on the date set forth next to the signature of each party hereto, by and between \_\_\_\_\_  
(the "Employee") and the Oswego Fire Protection District (the "District"), Kendall and Will Counties, Illinois.

IT IS HEREBY AGREED:

**TERMS AND CONDITIONS**

1. Upon execution of this Initial Employment Agreement (the "Agreement"), the Employee is hereby authorized to be offered a Certificate of Appointment by the Board of Fire Commissioners as a probationary employee as long as the Employee is qualified. This offer of a Certificate of Appointment is contingent upon the Employee passing the employment medical and psychological examination. Such probationary period extends for one (1) year from the first day of actual work on the job.

2. During this probationary period, the Employee is an "at will" employee and may be dismissed at any time for any reason by the Board upon recommendation of the Chief of the District.

3. Compensation and fringe benefits during this probationary period are as set forth in the District's policies.

4. Employee shall be assigned to training and duties pursuant to the ordinances, resolutions, rules and regulations, and practices of the District.

**LIQUIDATED DAMAGES**

5. Employee hereby recognizes the cost to the District of hiring and training, and in consideration of this Agreement, hereby agrees to reimburse the District for the costs of the Employee's hiring and training pursuant to the provisions of this Agreement.

6. In the event that the Employee passes the medical and psychological examination, yet fails to accept a Certificate of Appointment, Employee agrees to pay the District its costs of hiring Employee in the amount of \$\_\_\_\_\_ which shall be considered liquidated damages.

7. If the Employee does not pass the medical and psychological examination, the Employee may not receive a Certificate of Appointment and will not be liable for any costs of hiring or training.

8. In the event that the Employee accepts his or her Certificate of Appointment yet fails to complete his or her probationary period due to any cause other than "termination" as defined below, Employee agrees to pay the District its costs of hiring and training Employee in the amount of \$\_\_\_\_\_ which shall constitute liquidated damages.

9. The term "termination" as used in this Agreement shall mean any discontinuance of the Employee's employment initiated by the District, and shall also include discontinuance of employment due to injury or illness resulting in the Employee's permanent inability to perform the

normal duties of the position held by the Employee at the time of commencement of such injury or illness.

10. Complete payment of the liquidated damages shall be made within twelve (12) months of cessation of employment in equal monthly installments of no less than one-twelfth (1/12) of the total liquidated damages, commencing on the first day of the month following the month during which cessation of employment occurs, and payable on or before the first day of each month thereafter. The District may subtract any liquidated damages from any sums due to the Employee from the District as wages or vacation pay at the time said Employee's payment of liquidated damages first becomes due and owing. The Employee agrees that in the event of his or her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the liquidated damages obligation then remaining unpaid, shall immediately become due and payable. The Employee further agrees that in the event the District incurs legal fees or other costs of collection in an effort to collect any delinquent sums owing pursuant to this Agreement, the Employee will pay such expenses in addition to the portion of the liquidated damages then due.

11. Except in the case of a probationary firefighter taking a position with another fire department, the Board may waive any of the terms in paragraphs 6, 8, and 10, including the amount of liquidated damages.

**MISCELLANEOUS**

12. Employee understands that he or she has the right to have this document examined by an attorney prior to execution.

13. If any paragraph or portion of a paragraph is found to be unlawful by a court, the remaining portion of the paragraph or remaining paragraphs shall still constitute a valid enforceable Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
President, Board of Trustees  
Oswego Fire Protection District

\_\_\_\_\_  
Employee

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees  
Oswego Fire Protection District



**MILITARY**

13. Are you now or have you ever been in the military service? Yes \_\_\_\_\_ No \_\_\_\_\_
14. Branch of service \_\_\_\_\_
15. Are you now or were you ever an active member of any branch of the U.S. Military Reserve Forces or National Guard Unit?
- Yes \_\_\_\_\_ No \_\_\_\_\_ Rank \_\_\_\_\_
16. Unit \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

**EMPLOYMENT HISTORY**

List all position(s) in the firefighting and/or paramedic field you have held.

17. **Present Position with the Oswego Fire Protection District** \_\_\_\_\_
- Prior position with the Oswego Fire Protection District \_\_\_\_\_
- \_\_\_\_\_
- Employed** \_\_\_\_\_ to Present  
month-year
18. **Employer's name** \_\_\_\_\_ **Phone** \_\_\_\_\_
- Address** \_\_\_\_\_  
Number & Street City State Zip
- Job Description** \_\_\_\_\_
- Reason for leaving \_\_\_\_\_
- Employed** \_\_\_\_\_ to \_\_\_\_\_  
month-year month-year
19. **Employer's name** \_\_\_\_\_ **Phone** \_\_\_\_\_
- Address** \_\_\_\_\_  
Number & Street City State Zip
- Job Description** \_\_\_\_\_
- Reason for leaving \_\_\_\_\_
- Employed** \_\_\_\_\_ to \_\_\_\_\_  
month-year month-year
20. **Employer's name** \_\_\_\_\_ **Phone** \_\_\_\_\_
- Address** \_\_\_\_\_  
Number & Street State Zip

**Job Description** \_\_\_\_\_

Reason for leaving \_\_\_\_\_

**Employed** \_\_\_\_\_ to \_\_\_\_\_  
month-year month-year

21. Have you ever been suspended or terminated, other than from an economic layoff, from any prior employment? If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

22. Have you ever resigned from any employment position because of misconduct or unsatisfactory performance or while under investigation? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

23. Have you ever taken a civil service exam? Yes \_\_\_\_\_ No \_\_\_\_\_

Agency \_\_\_\_\_ Date \_\_\_\_\_ Position on List \_\_\_\_\_

Status \_\_\_\_\_

24. Are you currently on any eligibility list(s)? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, indicate position applied for, status on list and expiration date of each: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **REFERENCES**

Please list three adults not related to you and not former employers, who have known you for more than three years. All persons to whom you refer will be asked to appraise your character, ability, experience, personality, and other qualities.

25. Name \_\_\_\_\_ Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

Occupation \_\_\_\_\_ Relationship \_\_\_\_\_

26. Name \_\_\_\_\_ Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

Occupation \_\_\_\_\_ Relationship \_\_\_\_\_

27. Name \_\_\_\_\_ Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_  
Occupation \_\_\_\_\_ Relationship \_\_\_\_\_

**MISCELLANEOUS**

28. List organizations of which you are a member that relate to the officer position for which you are applying:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

29. Explain your reasons for wanting to become an officer with the Oswego Fire Protection District: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

30. Please review the job description for the officer's position for which you are applying, and state whether you can perform the essential job functions listed therein with or without reasonable accommodation.

Yes \_\_\_\_\_ No \_\_\_\_\_

31. If accommodation is needed, please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**I HEREBY CERTIFY THAT I HAVE READ THE ABOVE QUESTIONS AND STATEMENTS, AND I CERTIFY THAT THERE ARE NO MISREPRESENTATIONS, OMISSIONS, OR FALSIFICATIONS IN THIS QUESTIONNAIRE, AND THAT ALL MY ANSWERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT MISREPRESENTATIONS, OMISSIONS, OR FALSIFICATIONS ON THIS QUESTIONNAIRE MAY RESULT IN MY APPLICATION NO LONGER BEING CONSIDERED OR IN TERMINATION OF MY EMPLOYMENT WITH OSWEGO FIRE PROTECTION DISTRICT. I FURTHER UNDERSTAND AND AGREE THAT MY PERSONNEL FILE MAY BE REVIEWED BY THE COMMISSIONERS AND CHIEF OR CHIEF'S DESIGNEE.**

Dated at \_\_\_\_\_ Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature in Full \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

**OSWEGO FIRE PROTECTION DISTRICT  
AUTHORIZATION FORM**

---

I, \_\_\_\_\_, hereby authorize the OSWEGO FIRE PROTECTION DISTRICT and its agents, employees or representatives to obtain and use all information relating to my previous and current employment, education, military record, criminal conviction history, personal characteristics and all other information which may bear favorably or unfavorably upon my application for promotion made to the OSWEGO FIRE PROTECTION DISTRICT. I also consent to the release to the OSWEGO FIRE PROTECTION DISTRICT of any and all medical records prepared during the physical examination I am required to undergo for promotion with the OSWEGO FIRE PROTECTION DISTRICT. I further release from liability any person or persons providing or receiving any such information in connection with this pre-promotional investigation.

I also agree to indemnify and hold harmless the OSWEGO FIRE PROTECTION DISTRICT, the Board of Fire Commissioners of the OSWEGO FIRE PROTECTION DISTRICT, the individual trustees and commissioners, employees and agents against any claim or loss whatsoever, including but not limited to attorneys' fees and any cost of defense which arises directly or indirectly out of any injury which I might sustain in the application process. I also covenant that for the consideration of my application, I agree not to sue the OSWEGO FIRE PROTECTION DISTRICT, the individual trustees and commissioners, employees and agents for any injury, loss or damage as a result of such process including but not limited to personal injury, wrongful death, court costs, attorneys' fees and interest, in any manner caused directly or indirectly, including the negligent acts or omissions of the OSWEGO FIRE PROTECTION DISTRICT, its trustees and commissioners as well as its employees and agents.

I hereby acknowledge and agree that as a condition of continued employment with the OSWEGO FIRE PROTECTION DISTRICT, I must maintain at all times a valid State of Illinois driver's license, of the Class required to operate all vehicles of the OSWEGO FIRE PROTECTION DISTRICT. I do further agree that my failure to maintain said driver's license will constitute reason for withdrawal of a conditional offer of promotion or just cause for my dismissal from employment with the District. I understand that the Board of Fire Commissioners has provided recommended, but not required, certification/coursework for the position for which I have applied.

Signature \_\_\_\_\_

SUBSCRIBED and SWORN to

before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Notary Public

**WE ARE AN EQUAL OPPORTUNITY EMPLOYER.** This organization is committed to the policy of equal employment opportunity in recruitment, hiring, career advancement, and all other personnel practices. Your job related experience and other qualifications will be considered without discrimination on the grounds of race, color, religion, sex, national origin, age, or physical or mental handicap. All information provided in this application will be treated confidentially, and will be used only to help assure the best use of your abilities if you are employed with us.

FORM 10

OSWEGO FIRE PROTECTION DISTRICT  
PREFERENCE POINTS FOR OFFICER CANDIDATES

---

After the initial eligibility list is created, candidates who are eligible for preference points may submit a claim for these points in writing to the Board of Fire Commissioners on its standard form. This claim must be made within ten (10) days after the date of posting of the initial eligibility list or the points will be deemed waived.

**Veteran's Preference Points**

Applicants who served in the United States military actively for at least one year and who were honorably discharged or are now on inactive or reserve duty shall receive 7/10 of one point for each six (6) months or fraction thereof of military or naval service not exceeding thirty (30) months, or no more than 3.5 points. Proof of such service must include a copy of Military Form DD214 as proof of active service, evidence of the honorable discharge and a sworn affidavit by the applicant (see Form 11). After completion of the promotional testing process, the Board will prepare an initial eligibility list.

Applicants who are eligible for and elect to utilize their military preference credit must make a claim for such credit in writing to the Board of Fire Commissioners on its standard form within ten (10) days after the posting of the initial eligibility register or such claims shall be deemed waived. The Board shall award veteran's preference points to those eligible veterans timely claiming the credit in accordance with 70 ILCS 705/16.08a; 65 ILCS 5/10-2.1-10, 10-2.1-11, and 10-2.1-12.

**No person shall receive veteran's preference for a promotional appointment after receiving one promotion from an eligibility list on which he or she was allowed military preference.**



FORM 12

OSWEGO FIRE PROTECTION DISTRICT  
SUMMARY OF PROMOTIONAL CANDIDATE'S PREFERENCE POINTS

(For internal use only)

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Name of Candidate: \_\_\_\_\_

**Veteran's Preference Points**

Number of Points Claimed: \_\_\_\_\_

Total Points Awarded: \_\_\_\_\_

FORM13

CONDITIONAL OFFER OF EMPLOYMENT  
[On District Letterhead]

(Date)

(Name)  
(Address)  
(Address)

**Re: Conditional Offer of Employment with the Oswego Fire Protection District**

Dear \_\_\_\_\_:

On behalf of the Board of Fire Commissioners (the "Board") of the Oswego Fire Protection District (the "District"), we are extremely pleased to conditionally offer you employment as a Firefighter/Paramedic with the District, *contingent upon* your successful completion of 1) the pre-employment eligibility checks, *and* 2) a pre-employment medical examination. Each of these requirements is addressed in further detail.

The pre-employment eligibility checks include: (a) submittal of fingerprints, (b) satisfactory results from the criminal history records check permitted in Illinois law (20 ILCS 2605/2605-330), (c) completion of an in-depth background investigation, and (d) submission of other forms and documents that may be required by the Board.

The pre-employment medical examination includes a complete physical examination by physician(s) selected by the District. This medical examination may include a psychological evaluation component, as well as testing for use of illegal drugs or narcotics. Satisfaction of the pre-employment medical examination is achieved by a certification by the District-selected physician to the Board that you are medically fit to fulfill the duties of a Firefighter with the District. The pre-employment medical examination will be at District expense; however, you may be responsible for costs of any additional medical testing or evaluation required, should the District-selected physician need that to certify you for fitness to the Board.

Each of these pre-employment eligibility and medical checks is evaluated on a pass-fail criterion. The District expressly retains the right to withdraw this conditional offer of employment should you fail to satisfactorily complete (pass) *any* of the identified criteria.

We are pleased to be able to conditionally offer you the opportunity to join the District and look forward to working with you in the future. Please complete and return the enclosed Initial Employment Agreement. Please contact me should you have any additional questions.

Yours truly,

\_\_\_\_\_  
Secretary, Board of Fire Commissioners  
Oswego Fire Protection District

cc:

## APPENDIX B

### OSWEGO FIRE PROTECTION DISTRICT TESTING CRITERIA FOR PROMOTIONS

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*The following criteria for promotions to the ranks of Lieutenant and Captain have been excerpted from the current collective bargaining agreement in place between the District and the Oswego Firefighters Local #4773, International Association of Firefighters:*

#### **ARTICLE XIII** **PROMOTIONS**

##### Section 13.1 – Promotions in General

Any rank to be promoted shall be conducted in accordance with the provisions of the Fire Department Promotional Act. The Oswego Board of Fire Commissioners' Board Rules, Regulations and Policies concerning promotions shall govern the promotional process for all ranks in the bargaining unit, and for any promoted rank immediately above the highest rank in the bargaining unit, during the term of this Agreement.

##### Section 13.2 — Appointments to Ranks of Battalion Chief and Above

The parties agree that three (3) persons may be permanently appointed to the rank of Battalion Chief within the District by the Fire Chief with the approval of the Board of Trustees. The Battalion Chiefs shall not be subject to any of the promotional provisions of the Fire Department Promotion Act. In the event that the Union ever initiates bargaining over promotions to the rank of Battalion Chief, the Union agrees that the Commission rank of Captain shall immediately be eliminated within the District and the current Captains shall automatically revert to the rank of Lieutenants within thirty days of the elimination of the rank. In addition, the Assistant Chief and Deputy Chief ranks (with one person in each rank) shall be permanently appointed ranks of the District exempt from the promotional provisions of the Fire Department Promotion Act.

##### Section 13.3 — Eligibility Prerequisites - Lieutenants

The examination process for promotion to the rank of Lieutenant shall be competitive among employees in the rank of Firefighter or Firefighter-Paramedic who meet the eligibility requirements set forth below and who desire to submit themselves to such process. The agreed upon eligibility requirements to participate in the promotional process shall be published at least six (6) months prior to the date of the beginning of the promotional process. Members of the Bargaining unit shall be eligible to participate in the process for promotion to Lieutenant only if they meet the following qualifications: (a) service of a minimum of four (4) years of full-time sworn service with the Oswego Fire Protection District, and (b) achievement of certification of Fire Officer I or provisional Fire Officer I as described by the Office of the Illinois State Fire Marshal.

For the first Lieutenant's promotional examination after this Agreement is approved, the Parties agree to utilize a different prerequisite of three (3) years of full-time sworn service with the District.

##### Section 13.4 — Eligibility Prerequisites – Captains

The examination process for promotion to the rank of Captain shall be competitive among employees in the rank of Lieutenant or Lieutenant-Paramedic who meet the eligibility requirements set forth below and who desire to submit themselves to such process. The agreed upon eligibility requirements to participate in the promotional process shall be published at least six (6) months prior to the date of the beginning of the promotional process. Members of the Bargaining unit shall be eligible to participate in the process for promotion to Captain only if they meet the following qualifications: (a) service of a minimum of three (3) years of full-time sworn service with the Oswego Fire Protection District, (b) 30 semester hours of college credit, and (c) achievement of certification of Fire Officer II or provisional Fire Officer II as described by the Office of the Illinois State Fire Marshal.

For the first Captain's promotional examination after this Agreement is approved, the Parties agree to waive the prerequisites of three (3) years of full-time sworn service with the District, and 30 semester hours of college credit. The First Captain's examination will be held approximately one year after ratification of this Agreement.

Section 13.5 — Promotional Test Components and Weights--Lieutenants

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

<u>Component</u>	<u>Percentage Weight</u>
Seniority Points	5%
Ascertained Merit	15%
Chiefs Points	15%
Written Examination	65%

A. Seniority Points

Seniority points shall be awarded on the basis of four (4) points per year (1/3 point per month) up to twenty five (25) years of fulltime service (100 points maximum). Candidates will then be awarded five percent (5%) of their total seniority points to coincide with the 5% rating factor allotted for seniority.

B. Ascertained Merit

Ascertained Merit shall be earned as set forth hereafter. The ascertained merit points shall be combined, except as noted below, provided the total points awarded shall not exceed a maximum of one hundred (100) points. Ascertained merit points shall be awarded for education, training, and certification in subjects and skills related to the fire service and as set forth below. It is understood that some Office of the Illinois State Fire Marshal certifications change name designations, but are equivalent to current certifications and points will be awarded accordingly. An employee may not combine points for more than one degree but shall be awarded points under the scale below for the highest degree obtained as of the date of the written exam.

<u>Degree or Certificate</u>	<u>Points Awarded</u>
Masters Degree	30
Bachelors Degree	25
Associates Degree	20
Fire Officer III	20
Fire Officer II	15
Awareness Level Classes	1
OSFM Classes Not Listed*	4

\*Courses required for the Office of the State Fire Marshal Fire Officer I certification cannot be used for ascertained merit points for the rank of Lieutenant.

#### C. Chiefs Points

The Fire Chief shall award a maximum of fifteen (15) points based on job-related merit criteria uniformly applied to all applicants. Examples of such criteria include, but are not limited to: leadership, teamwork, participation in specialized teams, service in public education, emergency performance, participation in departmental committees or projects, ethics and values and maturity.

#### D. Written Examination

The written test shall be job-related and objective. The written examination shall be in accordance with the Act by a professional independent service selected by the District. The questions shall be specifically related to the duties performed by Lieutenants, as applicable, within the District. On a non-preferential basis, questions for the test shall be multiple choice. All correct answers shall be specifically identifiable by page and line in the written materials from which the test questions are drawn. The candidate shall pass the written examination only by achieving a score of seventy percent (70%) or greater. All such written materials shall be made readily available to candidates for promotion at least ninety (90) days before the examination is administered.

#### Section 13.6 — Promotional Test Components and Weights--Captains

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

Captains:

<u>Component</u>	<u>Percentage Weight</u>
Seniority Points	5%
Ascertained Merit	15%
Chiefs Points	15%
Written Examination	65%

#### A. Seniority Points

Seniority points shall be awarded on the basis of four (4) points per year (1/3 point per month) up to twenty five (25) years of fulltime service (100 points maximum). Candidates will then be awarded five percent (5%) of their total seniority points to coincide with the 5% rating factor allotted for seniority.

B. Ascertained Merit

Ascertained Merit shall be earned as set forth hereafter. The ascertained merit points shall be combined, except as noted below, provided the total points awarded shall not exceed a maximum of one hundred (100) points. Ascertained merit points shall be awarded for education, training, and certification in subjects and skills related to the fire service and as set forth below. It is understood that some Office of the Illinois State Fire Marshal certifications change name designations, but are equivalent to current certifications and points will be awarded accordingly. An employee may not combine points for more than one degree but shall be awarded points under the scale below for the highest degree obtained as of the date of the written exam.

Captains:

<u>Degree or Certificate</u>	<u>Points Awarded</u>
Masters Degree	30
Bachelors Degree	25
Associates Degree	20
Fire Officer III	20
30 Hours College Credit (1 <sup>st</sup> test only)	15
Awareness Level Classes	1
OSFM Classes Not Listed	4

C. Chiefs Points

The Fire Chief shall award a maximum of twenty (20) points based on job-related merit criteria uniformly applied to all applicants. Examples of such criteria include, but are not limited to: leadership, teamwork, participation in specialized teams, service in public education, emergency performance, and participation in departmental committees or projects, ethics and values and maturity.

D. Written Examination

The written test shall be job-related and objective. The written examination shall be in accordance with the Act by a professional independent service selected by the District. The questions shall be specifically related to the duties performed by Captains, as applicable, within the District. On a non-preferential basis, questions for the test shall be multiple choice. All correct answers shall be specifically identifiable by page and line in the written materials from which the test questions are drawn. The candidate shall pass the written examination only by achieving a score of seventy percent (70%) or greater. All such written materials shall be made readily available to candidates for promotion at least ninety (90) days before the examination is administered.

Section 13.7 — Scoring and Posting of Examination Components

Each component of the promotional test shall be scored on a scale of one hundred (100) points. The component scores shall then be reduced by the weighting factor assigned to the component on the test, and the scores of all components shall be added to produce a total score of one hundred (100) points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotion list.

Applicants for promotion shall be advised of their individual scores from each section of the testing process by posting of the scores at each fire station.

Military points shall be added to the total points scored in the preliminary promotion list as set forth in 65 ILCS 5/10-2.1-10, and a final adjusted promotional list shall be created and posted as set forth in the Act.

#### Section 13.8 — Order of Promotional Selection

The promotional list shall rank candidates in the order of their overall composite scores, with the candidate with the highest point total ranking first. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest-ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest 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 this Agreement.

#### Section 13.9 — Right to Review

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

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

- C. The Union or any affected employee must adhere to the applicable time limits in Step 1 of the grievance procedure of this Agreement for each date of posting of each component of promotional examination.

Section 13.10 — Maintenance of Promotional Lists

A final promotional list shall remain valid and unaltered for a period of three (3) years. The District shall take all necessary steps to ensure that the Board of Fire Commissioners maintain in effect current eligibility lists so that promotional vacancies are filled no later than 180 days after the occurrence of the approved vacancy.

**Assistant Chief**

**[to be determined]**