

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**OSWEGO FIRE PROTECTION DISTRICT**

**And**

**OSWEGO FIREFIGHTERS**

**LOCAL # 4773, AFFI-IAFF**



**May 1, 2025 to April 30, 2029**

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## **PREAMBLE**

This Collective Bargaining Agreement is entered into by and between the **OSWEGO FIRE PROTECTION DISTRICT**, (hereinafter referred to as "Employer" or "District"), and the **OSWEGO FIREFIGHTERS LOCAL #4773, International Association of Firefighters** (hereinafter referred to as the "Union").

This Agreement has as its basic purpose the promotion of harmonious relations between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the District; the establishment of a peaceful procedure for the resolution of grievances; and the establishment and administration of an entire agreement covering wages, rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

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

## **ARTICLE I RECOGNITION**

### **Section 1.1 – Recognition**

The District recognizes the Union as the sole and exclusive bargaining agent for all full time sworn employees of the Oswego Fire Protection District in the ranks or titles of Firefighter, Firefighter-Paramedic, Lieutenant, Captain and Battalion Chief, and excluding the Chief, Deputy Chiefs, Division Chiefs, part-time firefighters, and all other non-sworn employees of the Oswego Fire Protection District.

### **Section 1.2 – Dues Check-Off**

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fees required as a condition of membership in the Union and shall forward such amount to the Union within seven (7) calendar days after close of the pay period for which deductions are made. The amount deducted shall be set by the Union and certified to the Employer by the Union. The amount of Union dues to be deducted may be changed once in any twelve (12) month period of time. Any change in dues deduction must be submitted to the Fire Chief in writing at least thirty (30) days in advance of the payroll date in which it is to be effective. Employees have the right to revoke their dues deduction authorization at any time by submitting to the Fire Chief a written revocation which shall be effective on the payroll date after the receipt of the revocation, if possible, and if not, on the following payroll date. Deductions shall cease upon transfer or termination from covered employment, when there are insufficient funds available in the employee's earnings after withholding all of the legal and required deductions or at any time a strike or work slow down or stoppage occurs in violation of this Agreement.

### Section 1.3 – Indemnification

The Union shall indemnify and hold harmless the District against any and all claims, suits or judgments brought or issued against the District as a result of any action taken pursuant to the check-off provision contained in this Agreement. In the event of any legal action against the District brought in a court or administrative agency because of its compliance with this Article of this Agreement, the Union agrees to defend such action, at its own expense and through its own counsel. In the event the District determines that a conflict of interest exists, the District shall have the right to select its own counsel which will be paid for by the Union.

### Section 1.4 – Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all Employees in the bargaining unit regardless of their Union membership status. The Union agrees to indemnify and hold harmless the District from any and all liability, including monetary damages and attorney's fees, resulting from any failure on the part of the Union to fulfill its duty of fair representation. Any alleged violation of the Union's duty of fair representation shall not be grievable. The parties jointly acknowledge that the Union's duty of fair representation arises under §6(d) in the IPLRA and consistent with §6(d) "Nothing herein shall be construed to limit an exclusive representative's right to exercise its discretion to refuse to process grievances of employees that are unmeritorious."

## **ARTICLE II** **SENIORITY**

### Section 2.1 – Definition

"Seniority" is defined as the employee's length of service as an employee of the District. Determination of seniority for personnel hired on the same official start date shall be based on ranking of the hiring list. Seniority shall not accrue during any unpaid leave of absence in excess of 30 days. For employees hired full-time on or before September 30, 2009, seniority shall be based on Department service time whether as a volunteer, part-time, contract or full-time member. For all employees hired full-time after September 30, 2009, seniority is based solely upon continuous full-time service with the District.

### Section 2.2 – Probation Period

New employees shall serve a probationary period of twelve (12) months. Unpaid leave of any kind in excess of thirty (30) consecutive calendar days shall constitute a break in continuous service. Any employee may be discharged during the probationary period without cause, at the sole discretion of the District. A copy of the discharge notice will be given to the Union upon request. Upon successful completion of probation, the employee's seniority will be determined by Section 2.1 above. While new employees are on probation they shall not be eligible for overtime, with the exception of late calls, or operational needs.

### Section 2.3 – Seniority Termination

Continuous service shall be broken and employment relationship terminated when an employee voluntarily resigns, is discharged for just cause, or retires. Probationary employees may be terminated with or without just cause.

### Section 2.4 – Seniority List

Prior to November 1<sup>st</sup> of each year, the Employer shall post a seniority list showing the continuous years of service of each employee. A copy of the seniority list as posted will be provided to the Union. Any errors in the list must be brought to the attention of the Chief or designee within 10 days of the posting of the list or the errors shall be deemed forfeited for that year.

### Section 2.5 – Layoff and Recall Lists

The District, in its discretion, shall determine whether layoffs are necessary. In the event it becomes necessary to lay off employees for bona-fide economic reasons, employees shall be laid off in accordance with the provisions of Section 16.13a of the Fire Protection District Act [70 ILCS 705/16.13a] and in reverse seniority. Employees shall be entitled to recall rights for up to twenty-four (24) months, provided that the employee maintain all mandatory licenses and/or certifications. Employees who are on the recall list shall be given 30 calendar days notice of recall. The notice of recall shall be sent to the employees by certified or registered mail, with a copy to the Union. The District shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee with a copy to the Union. It is the obligation and responsibility of the employee to provide the District with their current mailing address at all times. If an employee fails to timely respond to a recall notice, their name shall be removed from the recall list.

## **ARTICLE III** **WORK HOURS AND OVERTIME**

### Section 3.1 – Hours of Work

The District shall establish work schedules for all bargaining unit members. Employees assigned to shifts of twenty-four (24) hours shall be scheduled to commence work at 0700 hours and end the next day at 0700 hours. The on-duty shift shall be followed by forty-eight (48) hours of scheduled off duty time, which may be impacted by voluntary or mandatory overtime assignments. The District retains the right to schedule employees to 40-hour daytime work weeks as deemed appropriate by the District. However, any employee affected by the change in schedule will be given at least thirty (30) days' notice, absent an emergency and not including those employees assigned as "floaters".

On weekends and holidays listed in this Agreement, the on-duty employees' work schedule will be modified so that upon the completion of scheduled non-emergency duties, the employees will be considered on downtime subject to responding to emergency and other service calls and training and other community events as assigned by the Fire Chief or their designee.

One hour a day will be allotted for mandatory non-punitive fitness related activities, at any time during general work hours while on shift. For 40-hour personnel, 30 minutes a day shall be allowed for fitness.

### Section 3.2 – Normal Work Cycle and Half Time Pay

The work cycle for employees assigned to 24-hour shifts shall be 28 days. For FLSA purposes, each employee's work cycle shall begin at 0700 hours and end at 0700 hours 28 days later. An employee shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all hours worked in excess of 212 hours in the 28 day cycle.

### Section 3.3 – Hours for Bureau Personnel

Employees assigned to bureau positions shall normally be assigned to 8-hour workdays, Monday through Friday. A thirty-minute paid lunch period shall be provided each day. From time to time a change in these work hours may be necessary or appropriate. The employee's supervisor must approve this change. The District may offer flexible work schedules to personnel assigned to 40-hour workweeks. The employee's supervisor must approve flexible work schedules.

### Section 3.4 – Overtime Hours

Employees who work on duty any authorized approved hours in excess of their regularly scheduled hours of work shall be considered to be working overtime hours and shall be compensated at the overtime rate of pay as set forth in this Article, with the exception of voluntarily signing up for 7G.

### Section 3.5 – Limitation on Hours Worked

Full-time shift personnel shall not be scheduled for more than 72 hours of shift work in a row without a 24-hour rest period. Exceptions to this rule will only be made with prior advance approval of the Fire Chief.

### Section 3.6 – Shift Realignment / Assignments

Annual station and shift bidding shall commence on the first Monday in October, completed by the end of the month, and effective January 1<sup>st</sup> of the following year. The process shall be organized by the Union in compliance with Department Policy. During the month of September, a union representative shall contact the Fire Chief for the bidding template/operational needs, as well as any special instructions for the upcoming bidding (e.g. number and location of positions held open for probationary firefighters).

Upon completion of the bidding process, the final template, showing placement of all firefighters, lieutenants, captains, and battalion chiefs shall be submitted to the Fire Chief for approval. The template shall be submitted no later than October 31st of each year.

In the event that a firefighter's position is vacated through the course of the year, the position shall be offered to the "rovers" on the respective shift in seniority order. If there are no volunteers the least senior "rover" will be assigned to the vacancy.

The District in its sole discretion may assign an employee to a shift/and or station other than one they have selected in case of demonstrated District need based on skill, ability,



certifications, or other operational needs, transferring the least senior of the employees possessing the requisite skill and ability at the time of an annual bid or at other times as deemed necessary. The Chief or designee shall give 30 calendar days notice, if possible, if an employee is to be moved to a different shift pursuant to shift realignment. The exception to this is those members hired / assigned as "Floating" personnel who are used to fill long term vacancies of shift personnel, and may be moved as needed from shift to shift with reasonable notification.

It is agreed that there shall be no overtime liability incurred by the District due to shift changes. The Union shall not process any grievance or otherwise support any claim filed for overtime as a result of the shift change provided in this Section.

Members on probation shall not be able to bid until probation is completed.

Nothing herein this section removes management rights to be able to move members to stations and/or shifts that they did not bid and shall not be subject to grievances procedures. Labor and management shall discuss any potential reassignment prior to a decision being made.

For consistency purposes, when a member needs to move to another station temporarily in the capacity of a "rover," the member moving will be selected based off the lowest seniority member of that house or qualifications requiring a temporary movement. Example: qualified driver needed to drive the tower and/or engine, acting officer, mentorship, etc.

### Section 3.7 – Shift Trades

Shift trades are a privilege that shall not interfere with the operations of the Fire Department or result in the payment of overtime. Any employee may be granted shift trade if approved, with full normal pay, for any working day(s) on which that employee is able to secure another employee to work in their place. Requests for shift trade will be submitted not less than 24 hours prior to the trade time, except in cases of emergency. Trades of one hour or less during the first and last hour of the shift will not require advance notice, but proper documentation must be completed.

Employees seeking to trade shifts must work the assigned shift if they are unsuccessful in obtaining an approved trade. The employee agreeing to trade shifts with another employee shall be responsible to work the day or find another employee to cover the shift. Shift trades for company officers must be made only with another company officer or, in extenuating circumstances, must have prior approval from a Chief Officer. Only with prior approval from the Fire Chief will any member be allowed to take more than thirty consecutive calendar days off using benefit time and / or trade time except in those situations where FMLA leave applies.

## **ARTICLE IV**

### **COMPENSATION**

#### **Section 4.1 – Wages**

The annual salaries of the members of the bargaining unit shall be paid, via Direct Deposit, pursuant to the negotiated salary attached hereto and made a part of this Agreement and identified as "Appendix A". Employees hired after September 30, 2009 will be placed on the pay schedule based solely on the date of hire by the district.

All current and future paramedics must maintain their license and EMS System certification as a condition of employment, unless the District in its sole discretion expressly authorizes an employee to decertify and not maintain their license. Employees with a current paramedic license shall receive a five (5) percent, of their base salary, stipend added to their base salary. The authority to determine the required level of certification and the number of employees required to obtain or maintain licensure and EMS System certification shall be exclusively within management rights. The District agrees to reimburse employees for EMS licensing fees.

#### **Section 4.2 – Regular and Overtime Compensation Rates**

(A) The regular and basic hourly rate of pay shall be determined and computed by taking the employee's annual salary and then dividing by the scheduled annual hours of duty to which the employee is assigned. For 24-hour shift employees, the average work week is fifty-one and one half (51.5) hours and the annual hours worked are 2680.

(B) The overtime rate shall be paid for all overtime hours worked at the rate of one and one-half (1-1/2) times the employee's basic hourly rate. However, the overtime rate to be paid for all regularly scheduled and worked hours in excess of 212 in the work cycle of 28 days is the half-time rate (.5 times the employee's basic hourly rate).

#### **Section 4.3 – Hireback Process/ Voluntary Overtime**

The Fire Chief or designee(s) shall have the right to require overtime work and employees may not refuse overtime assignments. Each employee will maintain a phone for this purpose and shall keep the District informed of their phone number at all times.

In non-emergency situations, the District shall follow the overtime list procedure described below to seek volunteers prior to assigning required overtime work. Additionally, specific employees may be selected for special assignments based upon specific skills, ability, and experience they may possess. Further, nothing in this provision or elsewhere will be construed to require the District to offer overtime to employees, nor to preclude the District from using part-time or other personnel for any available work.

Voluntary overtime assignments and/or extra shifts generally shall be made on the basis of a seniority-based volunteer overtime list. Employees wishing to be excluded from the overtime list shall state their interest to the Fire Chief in writing. When the need for overtime exists due to the lack of personnel, vacations, sickness, injury, or other unforeseen causes, such overtime shall be distributed to the members of the bargaining unit on a voluntary basis to employees based upon a rotating list originally established by seniority. The Employer shall establish and maintain an up to date Departmental Overtime

Assignment List. Members added to an overtime list throughout the year, shall fall into a position on the list that is +1 hour over the highest number of hours on the list.

When the first available overtime assignment occurs, the District's designee shall attempt to contact the appropriate employee with the required skills and abilities on the overtime list. If the employee declines the overtime opportunity, the next employee with the required skills and abilities will be contacted and the procedure repeated until the opportunity is filled or the list exhausted. If there is no answer, a message will be left. After ten minutes, if the individual does not return the phone call, the next employee on the list will be contacted. The ten minute time frame shall apply only to overtime opportunities greater than 48 hours in the future. If the opportunity is for time less than 48 hours in the future then the next employee will be contacted immediately after the initial employee turns down the overtime or fails to answer. If overtime is for the current shift the employee shall have sixty minutes to report to the station with the vacancy, if employee is unable to report within sixty minutes then the employee will be unavailable to accept the overtime. If the employee contacted for overtime, turns the overtime down, that employee will be charged with that number of overtime hours. For the purpose of balancing the overtime hours, the district shall maintain a firefighter/paramedic list, officer list and battalion chief list. Officers will be eligible for firefighter/paramedic overtime after every eligible firefighter/paramedic has been offered the shift. All overtime that is turned down will be charged against the individual employee. The exceptions of the hours being charged will be, if the employee is already working, has already worked 48 hours prior to being asked, or attending a fire department approved class. -If no full-time bargaining unit member agrees to work the overtime created by the absence of a full-time member, the District will follow the Force Back Process to fill the overtime position. Future voluntary overtime opportunities will be filled by starting the overtime list procedure at the next employee in rotation on the list. If an employee demonstrates that they have been passed over in the overtime list procedure for an opportunity they were otherwise qualified, willing and able to accept, then any hours added to the employee's bucket for this opportunity shall be removed. All overtime for specialty events shall be filled by a sign-up board, and the scheduling software will be utilized to fill any remaining spots six days before the event. The overtime list shall reset annually on January 1.

In the event of a MABAS deployment, management reserves the rights to determine the members selected for the deployment period.

For the purpose of providing back-up coverage for Battalion 1, the District will maintain the position of Battalion 2. A \$50.00 stipend per shift will be paid using the normal payroll schedule. In addition, bargaining unit members filling the Battalion 2 position will be paid overtime for any call backs in excess of 1 hour at a minimum of 2 hours.

#### Section 4.4 – Force Back Process

In the event that overtime is offered to all qualified members and it is refused by all members, then a force back (mandatory overtime) will be required. A force back priority list shall be maintained. This list will contain the names of all personnel eligible for the force back. The names will be listed in reverse seniority with the person with the least seniority at the top. The force back will be imposed onto the junior person, not on probation (unless their probationary firefighter skills checklist has been completed), coming off of shift with the qualifications required for the assignment. This force back will then move up the scale from junior to senior. Once a person is forced back, they shall be placed at the bottom of the force back priority list. If when imposing a force back an employee is on a scheduled benefit day the following shift, attending a fire department approved

class/special assignment, or required to work for seventy-two (72) hours, this person would be passed over on the force back priority list and the next person below them on the list would be forced back. The person passed over would remain in their position on the force back priority list for the next force back event. If necessary, the District may implement force backs to maintain their minimum manning levels.

#### Section 4.5 – Hold Over

When an employee is requested by the District to work additional time due to emergency calls, or late personnel, immediately after the regular work shift without interruption, the employee will be paid at one and one-half (1-1/2) times the employee's basic hourly rate, and will be paid in fifteen (15) minute increments. If no one volunteers for the holdover, the District may require the least senior qualified employee on the off-going shift to work the assignment. If the hold-over is expected to last more than 2 hours, the overtime call-out list / force-back list should be used.

#### Section 4.6 – Call Backs

When an employee is toned out or called back for emergency work by the District the hours worked will be paid at one and one-half (1-1/2) times the employee's basic hourly rate, commencing when the member arrives at their assignment or work site as long as the member arrives within 1 hour of the acceptance of call-out. A minimum of one (1) hour will be paid for each request. Any time in addition to the first hour will be paid in fifteen (15) minute increments. Call back hours will not affect the regular overtime lists.

#### Section 4.7 – Acting Up Pay

Effective upon the execution of this Agreement, any employee covered by this Agreement who is assigned to work any hours as an acting Lieutenant or Battalion Chief shall be paid an additional \$2.25/hour premium pay for the hours worked. Employees Acting Up for educational purpose, with an officer on duty, shall not receive Acting Up Pay.

#### Section 4.8 – No Pyramiding

Compensation will not be paid out more than once for the same hours worked by an employee under any provision of this Article, this Agreement, State or Federal law. The district reserves the right to allow pyramiding for special assignments related to emergency operations and special situational needs.

#### Section 4.9 – Compensatory Time Off Option

Whenever an employee works any authorized overtime they may either receive the compensation in the form of pay or comp time. In order to receive comp time, the overtime period shall be a 12, 24 or 48 hour blocks. Compensation time can be accrued in any increment of 1 hour or greater. Any overtime period less than one hour will be paid. Each employee will be allowed to accrue a maximum of 192 hours of comp time. Once the employee accrues comp time above the 192 hour limit, the remaining hours will be paid. When an employee is promoted, their accrued hours will be paid and they will start over at their new salary. Since actual hours worked are recorded at time-and-a-half rate, comp time payout is at straight time hourly rate. Employees will be allowed to cash out comp time bank as long as the district is given 72 hours notice. In order for an employee to take comp time:

1. A request for comp time must be approved by the Chief or designee a minimum of 48 hours in advance of the time being requested.
2. Only one employee per day will be allowed off on comp time.
3. Comp time days/times once chosen cannot be traded between employees.
4. Request for comp time are limited to one (1) year in advance of requested date. Time being requested must be accrued at the time of request.
5. A request for emergency comp time under the 48-hour notice may be authorized by a Chief Officer.
6. Comp time hours may only be accumulated on scheduled shift work on all work time except 7G hours.
7. For 24-hour shift personnel, comp time shall be used in 12 or 24 hour blocks.
8. No employee shall be allowed to use comp time on any of the outlined holidays in this agreement, or on any black-out days.

Employees with remaining hours in the bank, prior to May 1<sup>st</sup>, shall be paid out for the hours during the pay period prior to the beginning of a new fiscal year.

#### 4.10 – Education Incentive

A member who has successfully completed probation and holds an Associates, Bachelor's or Masters Degree in the following fields shall receive an additional yearly incentive pay. A member may only use the highest level of accreditation, and may only receive one education incentive per year, regardless of the amount of degrees obtained. The degree obtained shall be in the area of Fire Science, Fire Protection, EMS, Public Safety, or Fire Administration. Incentive shall be added to member's biweekly pay.

- Associate's Degree - \$500.00
- Bachelor's Degree - \$1,000.00
- Master's Degree - \$1,250.00

#### 4.11 – Annual Longevity Incentive

Bargaining unit member shall receive the amount indicated below, added to the base salary, based on the years of service. Incentive shall be added to the member's biweekly pay.

- 10 Years - \$900.00
- 15 Years - \$1,400.00
- 20 Years - \$1,900.00
- 25 Years - \$2,900.00

#### 4.12 – Special Teams

Incentive pay shall be paid to bargaining unit members who actively participate in the Department's Honor Guard. In order to receive the incentive, the member must attend 75% of the scheduled training each year as well as participate in no less than 30% of the events. Members shall receive a qualified incentive of \$1,000.00 per year, paid out after the year is completed. In addition, team leaders in each discipline will receive a qualified

incentive of \$500.00 per year, paid out after the year is completed. Team leaders must have been in that position for 183 days or greater.

**ARTICLE V**  
**VACATION AND OTHER LEAVE TIME**

**Section 5.1 – Vacations**

(A) Employees shall receive vacation leave each year for use in the current calendar year. The exact number of work days allowed each year is determined by the length of credited full time service with the District. Vacation days for shift employees refer to 24 hour duty days (not calendar days) and are to be taken in accordance with the District needs and, if possible, the employee's preference. Only with prior approval from the Fire Chief will any member be allowed to take more than (30) consecutive calendar days off using benefit time and / or trade time except in those situations where FMLA leave applies. Vacation leave per year shall be credited as follows:

<u>LENGTH OF SERVICE</u>	<u>shift personnel</u>	<u>staff personnel</u>
Initial Hire	0 shifts	0 hours
After 1 year	4 Shifts	64 Hours
After 3 years	6 Shifts	104 Hours
After 5 years	10 Shifts	168 Hours
After 10 years	12 Shifts	208 Hours
After 15 years	13 Shifts	224 Hours
After 20 Years	15 Shifts	256 Hours

Vacation time shall accrue with employees earning 1/26 of the annual allowance each pay period on a calendar year basis. Employees starting after January 1 of each year shall have their vacation time prorated for the balance of the year, and then converted to a calendar year. Vacation shall be taken at the rate of not less than 12 hours at a time for shift personnel and 4 or 8 hour increments for staff personnel. The calendar year shall constitute the period of time during which vacations will be scheduled. Seniority shall determine the preference, when such preference is deemed necessary, in the selection of vacation. Union personnel moving from a shift schedule to a staff schedule shall have their remaining unused vacation hours divided by 1.5. To move from a staff schedule to a shift schedule the employee shall have their unused vacation time multiplied by 1.5

(B) Employees will receive twenty-four (24) hours of basic straight time hourly pay for each 24 hours used. Vacation pay shall be paid with the regularly scheduled payroll in the pay period when the vacation leave is taken. An employee who is separated from the District shall be paid for all unused vacation time at their basic straight time hourly rate in effect at the time of separation. In the case of death of an employee, compensation for unused vacation shall be paid to the employees estate.

(C) Priority vacation requests will begin once the Kelly Day selection process has been completed. Each shift will go through the seniority list until all priority vacation requests have been scheduled for their respective shifts until December 1st @ 0700 hours. For members assigned as “floaters” who are entitled to vacation time, the District agrees to make every reasonable effort to satisfy the relative time frame of any vacation requests relative to their seniority. Priority vacation leave may be taken no earlier than January 1<sup>st</sup> and may not go beyond December 31<sup>st</sup> of the next year. The senior employee requesting a date or time frame will be granted and guaranteed the days(s) requested if no more than four people have requested any conflicting day(s). A total of four bargaining unit members, not including Bureau Personnel or Battalion Chiefs, shall be allowed off on vacation or Kelly Day in any combination during priority vacation requests.

Any requests for vacation days not submitted as a priority request (secondary request) can be used throughout the year as long as the request will not exceed four bargaining unit members off on benefit time per day. Any secondary request within twenty-four hours shall require a chief’s approval. All other vacation requests (secondary requests) submitted during the calendar year will be approved on a first-come first-serve basis. Secondary requests may be submitted for the following year at 0700 hours on December 10th.

(D) In general, vacation leave must be taken by the end of the calendar year in which it is to be scheduled, or it will be lost. Employees will not lose vacation time due to worker’s comp when such time prohibits the individual from using accrued vacation time. Any vacation day(s) may be cancelled up to seven days in advance without penalty when the District is notified in writing. District employees are not eligible for salary or other payments in exchange for their unused vacation leave. Lost / unused vacation days will not be grievable under this agreement.

(E) The District may cancel scheduled vacation leave in the event of a natural disaster or may “black-out” certain dates due to anticipated call volumes, or for other bona fide operational needs of the District. If an employee’s work shift is changed by the District after the employee has chosen vacation time, the employee shall be granted their original vacation time even if it affects minimum crews.

(F) In the event that staffing per shift increases to a point that the number of vacation days exceeds the number of days in the calendar year, the Union reserves the right to negotiate the vacation scheduling procedure.

## Section 5.2 – Holidays

The following holidays shall be recognized and observed as holidays for the purpose of this Section:

New Year’s Day	Labor Day	Veterans Day
Memorial Day	Thanksgiving Day	Day Following Thanksgiving
Independence Day	Christmas Day	Christmas Eve

All 24 hour shift employees will receive compensation for thirty (30) hours of holiday time per year at their regular straight-time hourly rate. This holiday pay shall be treated as pensionable salary. Holiday pay will be paid annually in a separate check through direct deposit in the first full pay period of December, with taxes and pension applied. Holiday pay is earned during the year it is received, and an employee hired mid-year and

therefore not working a full year shall receive pro-rated holiday pay based on the amount of time worked during the year.

Personnel assigned to a staff position shall follow the same holiday schedule and shall receive the holiday off with pay. If the holiday falls on a Saturday, the employee shall receive the preceding Friday off. If the holiday falls on a Sunday, the employee shall receive the following Monday off.

### Section 5.3 – Bereavement Leave

In the event of death in the immediate family of an employee or spouse (defined as the employee's legal spouse, parents, child, step-child, adopted child, foster child, parent, step-parent, grandparent, grandchild, brother or sister), a shift employee shall receive up to two twenty-four hour work days off with pay if needed for matters in direct relation to the death of an immediate family member. A staff employee shall receive up to five workdays off with pay if needed for matters in direct relation to the death of an immediate family member.

Domestic Partner shall be synonymous with Spouse if all of the following is met: you and your domestic partner have lived together for at least six months, neither you nor your domestic partner is married to anyone else or has another domestic partner, both you and your domestic partner are at least 18 years of age and mentally competent to consent to contract, you and your domestic partner reside together and intend to do so indefinitely, you and your domestic partner have an exclusive mutual commitment similar to marriage, you and your domestic partner are jointly responsible for each other's common welfare and share financial obligations.

In the event that an employee learns of the death of an immediate family member when they are on duty, the employee shall be permitted to leave shift and be paid for the remainder of their work shift. Additional time off may be granted at the discretion of the Chief where needed to attend funerals of those persons defined above, or tend to business relating thereto, to be credited against other available leave time.

### Section 5.4 – Sick and Injury Leave

(A) Sick leave with pay is an accumulated benefit for full time employees. Sick leave time may be used for absence due to illness or injury of the employee in accordance with policies established by the District. Employees may also use sick time for absences due to an illness, injury, or medical appointment of the employee's child, stepchild, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent in accordance with policies established by the District. Any sick leave used for someone other than the employee shall be limited to seventy-two hours per year.

Domestic Partner shall be synonymous with Spouse if all of the following is met: you and your domestic partner have lived together for at least six months, neither you nor your domestic partner is married to anyone else or has another domestic partner, both you and your domestic partner are at least 18 years of age and mentally competent to consent to contract, you and your domestic partner reside together and intend to do so indefinitely, you and your domestic partner have an exclusive mutual commitment similar to marriage, you and your domestic partner are jointly responsible for each other's common welfare and share financial obligations

(B) Shift Employees shall accrue sick leave at the rate of twelve hours per month and staff employees at a rate of eight hours per month of employment with a maximum



accumulation of 1440 hours for shift employees and 960 hours for staff employees. All new employees will start with 24 hours of sick time in their bank. Once employees reach the maximum accumulation, any hours that would be accrued over that shall be paid out at thirty percent of the employees present pay rate into the employees 115 Trust fund on a monthly basis. Employees are entitled to payment of accrued sick leave when they separate from the District for retirement, regular or disability or upon resignation with at least twenty years of pensionable service, and the last ten with the District, when at least two weeks proper notice has been given. Employees discharged for just cause or who resign while charges are being investigated or pending are not eligible to receive compensation for any accrued sick leave. Compensation for accrued sick leave shall be paid in a single payment within thirty days following termination of service in a separate check. Employees will receive thirty-five percent at their present pay rate for all accrued sick leave up to the maximum cap. In addition to the above, members that entered the pension system on June 1, 2008 shall be eligible to receive twenty-five percent at their present pay rate for all accrued sick leave up to the maximum cap if they separate in good standing with 15-19 years of pensionable service. Union personnel moving from a shift schedule to staff position shall have their remaining sick hours divided by 1.5. To move from a staff schedule to a shift schedule the employee shall have their unused sick time multiplied by 1.5

(C) An employee will receive one day's pay for each day of accrued sick leave which is used according to this Section. Sick leave must be used in 12 or 24 hour increments for shift employees and 8 hour increments for staff employees, except that if an employee reports for work, becomes ill and leaves work as a result of that illness, they shall be paid for the hours they have worked and shall be charged only for the amount of sick time actually used. However, to be eligible for this benefit, the employee must have supervisory approval to leave work.

(D) The District may, at its discretion, require an employee to submit a physician's verification of illness when two or more consecutive duty shifts are used. The District may also require a physician's verification that an employee is well enough to return to work (such return to work verification shall normally be required when three or more consecutive duty shifts are missed due to sickness or when an employee is admitted to a hospital for any period of time). Any employee who utilizes sick time immediately before or after any paid leave, may be required to submit a physician's verification of illness. Failure to submit to required medical exams or to provide required medical verification of illness shall be deemed to have abused sick leave and shall be subject to discipline. In addition to the above requirements, any use of sick time after the second occurrence per calendar year may require a doctor's note when returning to duty. Falsification of any verification of illness, or other actions abusing sick leave shall be just cause for discipline, up to and including discharge. (See §5.5 below).

(E) To determine an employee's fitness for duty, the District, at any time for a bona fide reason, may require an employee to submit to an examination by a physician or other appropriate medical professional designated by the District. The District shall pay for the cost not covered by insurance of any examinations at a facility designated and required by the District.

(F) Fitness examinations; if there is a bona fide question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the District may require, at its expense (to the extent not covered by insurance), that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the District. The District may also require any or all employees

to take a complete physical exam once a year. Fitness and medical exams shall determine fitness for duty as provided for in NFPA 1582, as amended.

(G) If a serious or unexpected emergency occurs to an employee, employee's spouse, children, parent, or a member of the immediate family, the employee will be allowed to leave for the remainder of their shift. If necessary, emergency overtime will be deployed utilizing our scheduling software. All emergency leave hours shall be reduced from the employee's bank of sick time. If unable to fill the vacant position, the Union and the District agree that operating under our minimum manning threshold is the only viable option. The union shall not be able to grieve this.

#### Section 5.5 – Sick Leave Abuse

For purposes of the provisions contained within this Article, "abuse" of sick leave occurs when an employee requests sick leave when they or a family member are not actually sick. If at any time the District suspects abuse of sick leave, the Fire Chief or designee may request, at the District's expense, that the employee obtains a certificate of illness from a doctor of the District's choice, prior to returning to work. All such requests and appointments shall be made in a reasonable and timely manner. In addition, where an employee's use of sick leave demonstrates a pattern of use equal or greater than the use described below, the Fire Chief or designee shall be authorized to withhold payment of sick leave until the employee comes forward with evidence establishing that their claim of sick leave is bona fide. Such evidence may consist of a certificate of illness signed by a treating physician or medical practitioner. Falsification of any verification of illness, or other actions abusing sick leave shall be just cause for discipline, up to and including discharge, and if proven, the minimum punishment is agreed to be set at a thirty (30) day unpaid suspension from duty.

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

1. Where an employee demonstrates a pattern of coupling sick days with vacation leave and/or Kelly days off;
2. Where an employee demonstrates a pattern of using sick leave in excess of three (3) days per calendar year in separate increments, without evidence of illness or injury; or
3. Where an employee demonstrates a pattern of failing to honor duty trade commitments by calling in sick.

The Parties agree that these instances shall not be deemed to be the only instances in which sick leave abuse may be demonstrated or proven. For the purpose of this Section, a "pattern" under numbers (1) and (3) above shall be deemed to exist when an employee has three (3) or more occurrences in a calendar year. An occurrence is defined as an incident where an employee uses sick leave for one or more consecutive days to recover from one illness or injury. The Fire Chief or designee is encouraged to utilize the Union to facilitate corrective action in advance of the need to resort to disciplinary action.

#### Section 5.6 – Jury Duty

An employee who is called upon to serve as a juror for any Federal, State, or County Court System will be provided up to three paid days off. The employee shall provide the District a copy of the notice to serve and give advance notice of at least one week ahead of time. The employee shall return to work as soon as possible after being released from jury duty. The employee shall not be required to turn over to the District any payment received from the jury commission.

#### Section 5.7 – Military Leave

Military leave shall be granted in accordance with State and Federal laws. Where, and to the extent required by law, the leave will be paid leave. Employees called to duty, scheduled to attend military training, encampments, and reserve duty shall submit their orders to the Fire Chief before military leave will be granted unless the orders are unavailable or prohibited from being disclosed at the time. Proof of leave for military purposes shall be provided along with proof of military pay as soon as reasonably possible.

#### Section 5.8 – Court Time

Employees who would be off-duty shall be paid at one and one-half their basic hourly otherwise applicable rate of pay, when appearing in Court on behalf of the District in the capacity of a District employee in a matter arising out of their employment. Employees shall not be paid for court time and litigation, which they or the Union initiated, or in which the District is the Plaintiff and an employee is a Defendant. Any absence due to subpoena must be cleared with the Fire Chief immediately upon notification.

#### Section 5.9 – Educational Leave

With the approval of the Fire Chief, or designee, employees may be granted leaves of absence for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skill and/or professional ability. The District shall categorize the level of education assigned under this Section consistently among its employees.

Level I Education: Education/training required by the District for effective job performance. Once approved by the Fire Chief or designee, the employee shall be considered sponsored by the District, the time required to attend the training will be compensated, and course costs will be paid by the District. Any absence related to Level I Education will be covered by the District, and the employee will not be required to use any accrued leave time to attend. Further, the District will provide reimbursement for reasonable meals, lodging and mileage expenses, with receipts to be required. Lodging may be pre-paid. The District may place employees on a 40-hour training schedule as deemed necessary, while making allowances for a fair transition for all employees to and from shift work.

Level II Education: Education/training determined by the District to be beneficial to the employee's job performance but not required for effective performance, as specified in Level I. Once approved by the Fire

Chief or designee, the employee shall be considered sponsored by the District and the District shall reimburse/fund course costs and reimburse for lodging expenses, with receipts to be required. Lodging may be pre-paid. Employee is responsible for finding shift coverage or will be required to use any accrued leave time to attend.

Level III Education: Education/training the District determines to be applicable to the employee's job but not required and not directly beneficial to job performance. Once approved by the Fire Chief or designee, the District will not cover any costs related to the course. Employee is responsible for finding shift coverage or will be required to use any accrued leave time to attend.

Level I Education shall consist of, but is not limited to:

Training Officer: TPM, ISO, Instructor I, Instructor II  
Fire Prevention Bureau: Fire Inspector I, Fire Inspector II  
EMS Bureau: Instructor I, Instructor II

Level II Education:

Employees may take classes with a maximum of a \$2,000 limit per calendar year. College classes for a degree related to Fire/EMS/Management can be attended using these funds. For reimbursement, the employee shall demonstrate successful course completion. For prepayment of the course, the employee shall provide the district with documentation of enrollment followed by successful completion within thirty days of the scheduled end of the course. If the employee is unable to obtain successful completion of the course within thirty days of the scheduled end of the course, they shall have thirty days to reimburse the district for the course.

#### Section 5.10 – Firefighter Pregnancy

Pregnancy leave shall be granted in accordance with State and Federal law and Department Policy.

#### Section 5.11 – Family Medical Leave Act (FMLA) Leave

The District shall grant eligible employees family and medical leave pursuant to and in accordance with the Family and Medical Leave Act of 1993 (29 U.S.C. §2601 *et seq.*), the Pregnancy Discrimination Act of 1978 (42 U.S.C. §2000e(k)), and the administrative regulations on sex discrimination that address pregnancy, childbirth and childrearing (56 Ill. Admin. Code §5210.110) pursuant to the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*). For employees not eligible for family and medical leave, the Chief shall review the individual circumstances and business considerations involved on a case-by-case basis and in accordance with the law and District policy.

Nothing herein shall require any employee, who has scheduled vacation or who has accrued other paid time off in accordance with the applicable contractual procedures, to apply such leave concurrently to cover absences occurring in relation to FMLA leave

without the employee's consent.

#### Section 5.12 – Light Duty

The District may require alternate duty for any or all employees who have been temporarily disabled as a result of an Oswego Fire Protection District work-related injury. For temporary non-work illnesses or injuries, the employee may request alternate duty, but shall not be involuntarily assigned alternative duty. An employee on sick leave requesting alternative duty shall submit such request, in writing, at least seven (7) calendar days prior to the desired alternate duty start date. Personnel sustaining work-related injuries shall initially have the District's medical doctor, or a medical doctor acceptable to the District, promptly complete the District's "Return to Work/Fitness for Duty Form". Except for extenuating circumstances, the employee shall return the completed form, in person or via fax, to the Deputy Chief of administration within twenty-four (24) hours of seeing the doctor. Following the initial evaluation, nothing herein shall preclude an employee from being treated by a medical doctor of the employee's choice.

An employee recovering from a temporary non-work related illness or injury may request an alternate duty assignment. Such requests shall be directed to the Deputy Chief of administration and shall include the "Return to Work/Fitness for Duty Form", signed by the employee's medical doctor, clearing them for Alternate Duty.

Alternate duty assignments made by the District will be in accordance with medical restrictions and will consist of bona fide, productive work specified by the District. An employee recovering from a temporary illness or injury that is assigned to alternate duty shall normally work Monday through Friday, from 0700 to 1500 hours. While assigned to alternate duty, the employee will only be eligible for overtime for hours worked in excess of 40 hours per week and only within the parameters of the Return to Work Form. On a case by case basis, if mutually beneficial, the employee may be allowed to remain on their assigned 24hr shift schedule while assigned to light duty. While assigned to such alternate duty schedule, the employee will, when necessary, be released for a portion of the workday to attend to a doctor's appointment or therapy session directly related to such illness or injury. An employee with a non-work related illness or injury shall utilize sick leave for such period or, with prior permission, must make up the hours.

Nothing herein shall be construed to require the District to create alternate duty assignments for any employee, or to create a permanent alternate duty assignment. Alternate duty shall not exceed six (6) months per occurrence. An alternate duty assignment for an employee recovering from a temporary illness or injury may be extended for up to an additional six (6) months, subject to mutual agreement between the employee and the District. However, at no time will this time off exceed the maximum time-off allowed by this contract of 1 year. Essentially, this alternate duty will be considered in place of any Short or Long Term Disability coverage.

Employees will only be assigned to alternate duty assignments when the District determines that the need exists and only as long as such need exists. When able an employee will be given two (2) consecutive calendar days off, without pay, immediately before being returned to regular shift work from an alternate duty assignment under this Section.

#### Section 5.13 – 115 Trust

The Oswego Fire Protection District agrees to participate in the 115 Trust for Collectively Bargained Public Employees (Plan) in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which shall be provided to the Union. The parties hereto designate Illinois Public Pension Fund Association (IPPFA) to act as Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The employer shall deduct from the wages of all collective bargaining unit members, (3%) of current top out firefighter pay for all members that are topped out and (1.5%) of current topped out firefighter pay for all members that are not yet topped out and deposit that deduction into each member's individual 115 Trust account within seven calendar days after the close of the pay period for which deductions are made. The amount to be deducted may be changed once in any twelve month period.

In addition to the above 115 Trust incentive, the District agrees that any member in good standing, that is eligible to collect a pension, with no break in service, shall be eligible to receive three years of health insurance at the current percentage rate (90% District/10% Member) upon retirement. The District funds employees only (premium and deductible), however, employees may buy for family at their expense. To be eligible, the employee shall provide the district with 90 days advance notice of retirement and not under disciplinary investigation. If a member becomes Medicare eligible within the terms of the three years, the District provided health insurance shall terminate.

#### Section 5.14 – Kelly Day/Work Reduction

During the term of this Agreement, Kelly days (work reduction days) shall be used to reduce the number of average annual hours of work. All employees assigned to 24-hour shifts shall have the number of shifts worked reduced by 10 Kelly days, or one Kelly day every 12<sup>th</sup> shift. Employee's annual hours worked shall be 2680 hours.

Kelly days will also be used to calculate the regular straight-time hourly rate of pay for all overtime purposes. The regular straight-time hourly rate of pay for twenty-four (24) shift employees shall be calculated by dividing the employee's annual salary (base salary plus additional premiums or incentive pays) by the annual hours worked of 2680 equaling a 51.5-hour work week.

#### Kelly Day Selection Procedures:

Kelly Day selection shall commence following the completion of shift/station bids for the upcoming year. Each member, according to seniority, will select three of their Kelly Days in the first round, three in the second round, and the remaining days in the final round, for the upcoming calendar year. Two members of the bargaining unit, not including Bureau Personnel and Battalion Chiefs will be allowed off during the Kelly day selection period. Kelly days will be allowed to be traded or moved after each member has entered all of their Kelly Days and priority vacation time has been entered. Employees who choose to select Kelly time outside of the FLSA cycle understand that the District has provided enough Kelly hours to reduce the annual hours worked as to not incur any FLSA overtime during the cycle.

The District shall mirror or make reasonable accommodations with assigned Kelly Days for employees involved in a mandatory shift change.

In the event a Kelly day needs to be rescheduled, all Kelly day requests shall be submitted no less than seven (7) calendar days prior to the Kelly day being moved.

If a Kelly day becomes available due to promotion, resignation, reassignment, retirement, or death the replacement for the day(s) shall be filled by seniority.

Employees entering the 24-hour shift schedule by new hire or returning from 40 hour work schedule will be awarded prorated Kelly Days. With exception of the implementation of Kelly days in the first calendar year of this agreement, as agreed upon by the parties, the calculation used for the proration of Kelly days shall be determined by multiplying nine point two-three (9.23) times the number of remaining pay periods in the calendar year. The District must make reasonable efforts to accommodate the use of the Kellys Days prior to next calendar year.

## **ARTICLE VI**

### **UNIFORMS**

#### **Section 6.1 – Uniforms**

Employees are required to wear regularly and continuously maintain prescribed items of uniform clothing and personal equipment. At time of hire, the candidate will be issued, at the cost of the District, the items listed in Appendix E. Thereafter the District will provide replacement items as needed using the existing quartermaster system. Once an employee completes his or her probationary period, the District shall provide one (1) Class A uniform of the District's choosing.

All uniform items purchased pursuant to the preceding paragraph, and all turnout/emergency gear such as helmets, coats, pants, boots, gloves and other items purchased by the District, shall be and remain the property of the District. Items purchased by an employee shall conform to the uniform and turnout/emergency gear regulations of the District.

Approved specialty shirts (Breast Cancer in October and RED Shirts on Fridays) may be worn so long as they are purchased by the individual, or Union, and so long as all shift personnel at a given station are all wearing the same design shirts. The specific design shall be approved annually at a Labor / Management meeting.

#### **Section 6.2 – Uniform Policy**

Employees are expected to maintain their uniforms in a clean and presentable condition. Uniforms and Turn-Out gear shall be inspected per policy. At the discretion of the Chief, or designee, employees may be ordered to replace uniform items if they do not meet requirements. If the replacement of issued uniform / gear is proven to be due to gross abuse / neglect of the piece, the employee may be required to replace the piece at their own cost. Upon termination of employment for whatever reason, all uniform items purchased by the District shall be returned to the District. If requested, a receipt will be issued for the items returned.

The personnel of the Oswego Fire Protection District shall always strive to present a positive image of the Fire Department through professional personal appearance and neatness.

Standard issue items will be supplied by the Department and replaced as deemed necessary by the Chief or the Quartermaster. Only standard issue items as stated in this

procedure may be worn. NO SUBSTITUTIONS OR ALTERATIONS WILL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE CHIEF.

The Department will support two levels of uniform issue, Class A, and duty uniform. The Class A uniform policy is covered under SOP Doc Title UNIFORM – Class A. The duty uniform will be covered under this Section of the CBA.

#### STANDARD ISSUE DUTY UNIFORM ITEMS – DEFINED IN CBA Appendix “E”

All items remain the property of the Department and shall be returned to the Department when leaving. This includes any special items the department may have issued for members of special teams such as T.R.T.

All department members will be responsible for wearing approved duty boots/shoes provided by the department.

#### Regulations on Wearing Uniform Items:

Each member will be responsible for keeping their uniform neat, clean, and presentable at all times including properly shined and fastened boots/shoes.

No part of the issued items may be worn off duty. No emblems, insignias, pins, or other items not approved by the Chief may be worn on any part of the work uniform.

The prescribed uniform shall be worn at all times during the duty day. Civilian clothes should be worn to and from the station but not during work hours. Prescribed uniform, with the exceptions below are:

- 24-hr shift firefighter/paramedics & company officers – Navy T-shirt (long or short sleeve) or job shirt, navy pants (or shorts) and black shoes or boots.
- Staff firefighter/paramedics & officers – Polo, Class B, or Job shirt, navy pants and black shoes or boots.
- Battalion Chiefs and BC Actors – Polo, Class B, or Job Shirt, navy pants and black shoes or boots.

Appropriate workout clothes (department issued t-shirt and navy shorts/sweatpants) may be worn during physical fitness training. After physical fitness is completed, personnel must return to the prescribed uniform of the day. Members may also wear work-out clothing under their turn-out gear while performing strenuous/live fire training at the RHMTC.

A white or navy-blue t-shirt (plain or with approved District Insignia/logo) shall be worn under the Class A or B uniforms shirts (white under white shirt and navy blue under navy blue shirt). The uniform shall be neatly tucked into the pants at all times.

Uniform shorts may be worn by 24-hr shift firefighter/paramedics & company officers, when the forecasted raw temperature, or heat index, is above 70 degrees Fahrenheit as based on the “Weather Channels” listings/forecast for the 60543-zipcode. The BC shorts/t-shirts (white or grey) shall be allowed at 90 degrees using the same forecasted procedures. The BC position shall remain in either a polo, Class B, or job shirt from 0600-1700, unless at a scheduled public event in which shorts/t-shirts will not be permitted. Staff to determine times when uniform shorts are **not** allowed, even when these weather



parameters are met. Those situations may include, but are not limited to, Company fire inspections, special events in the community, and special details. Members working football game coverage will generally be allowed wear uniform shorts when the parameters are met. Low black socks will be worn when wearing uniform shorts. Nothing in this policy shall prevent crews from switching back to duty pants from shorts or vice-versa if the temperature changes significantly throughout the shift. When in shorts, personnel shall wear duty shoes (not boots).

Specialty t-shirts, such as breast cancer or RED Shirt Friday's, as outlined in Section 6.1 may be worn by all Department members. For clarification in the month of October, RED Shirts on Fridays and Breast Cancer shirts allowed on any other day of the month.

All Class B style shirts will have a nameplate, badge, and collar insignia if appropriate, attached at all times while on duty. Also, must be available at the station while on duty. Class C shirts will have similar insignias as job shirts.

Personnel shall be in proper uniform attire until his/her shift is completed and they are relieved by an oncoming member. All personnel shall have a second uniform at the station in the event of any unforeseen circumstances such as rips, tears, blood-borne pathogens, etc. All laundering of uniforms shall be completed at the fire station.

At any point shall labor or management wish to alter anything in this section, such alterations shall be agreed upon in a labor/management setting.

## **ARTICLE VII**

### **NO STRIKE AND NO LOCKOUT**

#### **Section 7.1 – No Strike**

Neither the Union, nor any of its officers or agents, nor any employee will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, residential picketing, concerted other stoppage of work, concerted refusal to perform any work assignment, mass illness, slowdown or any other intentional interruption or disruption of the operations of the District, regardless of the reason for so doing. No employee covered by this Agreement shall refuse to cross any picket line, by whomever established, during their work time or in the performance of District related duties. No employee shall engage in any picketing while on duty or while in uniform, or while on District property. Employees who hold a position of Union officer or steward occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Section. In addition, in the event of a violation of this Section, the Union agrees to inform all employees of their obligations under this Agreement and shall direct the employees to cease and desist from any activity which is in violation of this Agreement. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the District, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. Any action taken by the Employer against any employee who participates in a violation of this Article shall not be considered a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

### Section 7.2 – No Lockout

The District will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union and its members with this Article.

### Section 7.3 – Judicial Restraint

Nothing contained in this Article shall preclude either party from obtaining judicial enforcement and relief including specific performance, injunctive relief, damages and attorney's fees in the event the other party violates this Article.

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

### Section 8.1 – Definition

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

### Section 8.2 – Procedure

#### **Step 1:**

The Union or any employee who has a grievance shall submit the grievance in writing to the Deputy Chief (503) specifically indicating that the matter is a grievance under this Agreement. The grievance shall be signed and it shall contain a complete statement of the facts, the specific provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested. All grievances must be presented no later than ten calendar days from the date of the occurrence of the event first giving rise to the grievance or within ten calendar days of when any affected employee, through the use of reasonable diligence, could have known of the occurrence of the event giving rise to the grievance. The Deputy Chief (503) shall render a written response to the grievant within ten calendar days after the grievance is presented. If the Deputy Chief (503) does not render a decision within the time period the grievance shall be deemed denied as of the tenth calendar day. Any issue not raised by the grievant at this initial step may not be presented at any subsequent step.

#### **Step 2:**

If the grievance is not settled at Step 1 and the Union or the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Deputy Chief (502) within ten calendar days after receipt of the Deputy Chief (503) answer in Step 1. The grievance shall be signed. The Deputy Chief (502) shall render a written response to the grievant within ten calendar days after the Step 2 grievance is presented, unless extended by agreement of the parties. If the Deputy Chief (502) does not render a decision within the time period the grievance shall be deemed denied as of the tenth calendar day. Any issue not raised by the grievant at either the first or second step may not be presented at any subsequent step.

#### **Step 3:**

If the grievance is not settled at Step 2 and the Union or the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the

Fire Chief within ten calendar days after receipt of the Deputy Chief's (502) answer in Step 2. The grievance shall be signed. The Fire Chief shall investigate the grievance and, in the course of such investigation, may offer to discuss the grievance within thirty calendar days with the grievant and Union. If no settlement of the grievance is reached, the Fire Chief shall provide a written answer to the grievant within ten calendar days of the Step 3 grievance meeting. If the grievance remains unresolved after the Step 3 grievance meeting, the Union may, by written notice to the District, invoke arbitration. If no Step 3 grievance meeting is offered to the Union within fifteen calendar days following the District's receipt of the Step 3 grievance appeal, the Union may, by written notice to the District, invoke arbitration.

### Section 8.3 – Arbitration

If the grievance is not settled at Step 3 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration, as described below, by delivering a written request for arbitration to the Fire Chief within ten calendar days of receipt of the Fire Chief's written answer as provided at Step 3 or within ten calendar days of when the answer was due.

1. The parties shall attempt to agree upon an arbitrator within ten calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within the ten day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven arbitrators, each of whom must be a member of the National Academy of Arbitrators and reside in Illinois, Iowa, Indiana or Wisconsin and must reside within 150 miles from Oswego, Illinois. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the District and the Union shall have the right to strike three names from the panel. The parties shall determine which party shall strike the first name by a coin toss with the winner of the coin toss being given the option to strike first or second. The parties shall then alternately strike names until a single name remains, and that remaining name shall be the arbitrator.
2. The arbitrator shall be notified of their selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and District representatives and witnesses.
3. The District and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The District and the Union retain the right to employ legal counsel.
4. The arbitrator shall submit their decision in writing within thirty calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
5. More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
6. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator, if any, shall be divided equally between the District and the Union. Each party shall be responsible for compensating its own representatives and witnesses and purchasing its copy of the transcript if so desired.

#### Section 8.4 – Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable State or Federal laws, or of rules and regulations of State or Federal administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the District under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding on the District, the Union and the employees covered by this Agreement. No decision or remedy proposed by the arbitrator shall be retroactive beyond the time limits set forth in Step 1 of the grievance procedure.

#### Section 8.5 – Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted and thereafter processed within the time limits set forth in this Article.

If a grievance is not presented by the employee or the Union within such time limits, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any written agreed extension thereof, it shall be considered settled on the basis of the District’s last answer. If the District does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievance shall be treated as denied at that step and may be timely appealed to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

#### Section 8.6 – Union Stewards

Employees selected by the Union to act as Union representatives shall be known as “stewards”. The names of the employees selected as stewards, and other Union representatives who may represent Employees at each step of the grievance procedure, shall be certified in writing to the Employer by the Union at least annually and upon any change in authorized stewards. Any Union representative, whose participation in grievance meetings held pursuant to this Agreement is necessary, shall be released from work without pay (or with pay at the discretion of the Chief if operational concerns permit) to attend such meeting provided a replacement has been secured and the attendance does not interfere with District operations. The District reserves the right to restrict the number of employees who shall be released from work to attend grievance meetings. There shall be no union business, including investigation and processing of grievances, and contract negotiations, conducted during work time without the express permission of the Fire Chief.

#### Section 8.7 – Employee Right to Self-Representation

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that a Union officer is afforded the opportunity to be present at such

conference and that any settlement made shall not be inconsistent with terms of this Agreement.

## **ARTICLE IX**

### **DRUGS AND ALCOHOL TESTING POLICY**

#### **Section 9.1 – General Statement of Policy**

The use of illegal drugs and the abuse of legal drugs and alcohol by employees of the District present unacceptable risks to the safety and well-being of other employees and the public, in addition to being unlawful in some cases. Therefore, it is agreed by the Union and District that the manufacture, distribution, dispensation, possession or use of a controlled substance or alcoholic beverage or the abuse of legal substances which may impair or adversely affect an employee's ability to perform their job is prohibited on all District properties at any time by an employee or guest, and at all times and places wherever any employee is performing employment duties for the District. In addition, all employees are prohibited from entering upon District property or from being at any time or place while performing employment duties for the District, while under the influence of alcohol or any controlled substances (Drug Free Workplace Act, 30 ILCS 580/1 et seq.). It is the policy of the District to help provide a safe work environment and to protect the public by ensuring that employees for the District are free from the effects of drugs and alcohol in the performance and pursuit of their duties.

#### **Section 9.2 – Definitions**

"Drugs" or "controlled substances" shall include, but not be limited to, alcohol, any controlled substance defined in the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.); or the Cannabis Control Act (720 ILCS 550/1 et seq.); any controlled substance listed in Schedules I through V of 21 U.S.C. 812; and any look-alike substance, designer drugs or any substance, such as glue, which may have adverse effects on perception, judgment, alertness, memory or coordination.

"Impair" or "adversely affect" shall mean causing a condition in which the employee is or may be unable to properly perform their duties due to the effects of drugs or alcohol in their body. Where impairment exists, or is presumed, incapacity for duty shall be presumed.

#### **Section 9.3 – Prohibitions**

In addition to any and all other criminal, civil, or regulatory prohibitions which may be applicable, the employees shall be prohibited from the following: (a) Consuming, possessing, selling, purchasing, or delivering any illegal drug at any time; (b) Consuming alcohol or cannabis while on duty, or within eight hours of a scheduled work shift, or on District premises or property including vehicles; (c) Failing to report to the Chief or designee the use of any prescription medication which the employee knows or should know will have an effect on the employee's ability to safely and competently perform their duties; (d) Having any level of alcohol concentration in their blood, urine or breath of more than 0.02 grams of alcohol per 100 milliliters of blood or urine or 0.02 grams of alcohol per 210 liters of breath; (e) Having any level above 50 ng/ml of marijuana metabolites and/or 15 ng/ml of Delta-9-tetrahydrocannabinol of blood; or, (f) Being under the influence of any other drug or combination of drugs, to a degree which, in any way, impairs the employee's ability to safely and competently perform their duties.

In the State of Illinois, cannabis is legal under state law, both as a prescription medication and as a drug used for recreational purposes. Pursuant to Section 10-50 of the Cannabis Regulation and Tax Act (410 ILCS 705/10-50), employees must not be under the influence of cannabis while on duty or on a call. Cannabis metabolites can stay in a person's blood stream for weeks after the psychoactive and motor effects of the drug have completely subsided. In addition, certain topical medications containing cannabis do not cause any psychoactive effects or motor impairment but can still result in a positive test for marijuana. A positive test result shall be anything above 50 ng/ml of marijuana metabolites and/or 15 ng/ml of Delta-9-tetrahydrocannabinol. A blood test performed by a qualified laboratory will be used to screen for cannabis use and impairment. If confirmatory testing results do not yield a positive test result, all samples will be destroyed. (Note: the foregoing standard shall not preclude the District from attempting to demonstrate that the employee was under the influence or impaired even if their test results are negative).

Violation of any of the foregoing prohibitions or the failure to submit and cooperate in testing as provided in this Article shall be cause for discipline, including discharge.

#### Section 9.4 – Drug and Alcohol Testing Upon Reasonable Suspicion

The District shall have the right to require an employee to submit to drug or alcohol testing, pursuant to the terms of this Article, where "reasonable suspicion" exists that the employee is in violation of the above prohibitions stated in in this Article. "Reasonable suspicion" shall be defined as an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol, or is using, in possession of or selling drugs or alcohol. Circumstances which may constitute a basis for determining reasonable suspicion may include, but are not limited to:

- (1) a pattern of abnormal or erratic behavior; or
- (2) a work-related accident that is the result of the employee's negligence resulting in excess of \$1,500.00 in damage and/or personal injury; or
- (3) direct observation of drug or alcohol use; or
- (4) presence of the physical symptoms of drug or alcohol use (i.e.: glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes, and with regard to cannabis, the criteria set forth in Section 10-50(d) of the Cannabis Regulation and Tax Act).

At least two (2) supervisory personnel, who may be a member of the bargaining unit represented by the Union, must document their "reasonable suspicion" concerning the affected employee prior to any order to submit to drug or alcohol testing authorized herein. The District shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from these facts which have formed the basis of the order to test.

The employee shall be permitted to consult with a representative of the Union and/or legal counsel at the time the order is issued. No employee shall be questioned without first being afforded the right to Union representation and/or legal counsel. However, the employee shall complete the test requested by the District within one (1) hour of issuance of the order. Failure to consult with a representative of the Union and/or legal counsel shall not serve to mitigate the result of said test. Refusal to submit to such testing may subject the employee to discharge, but the employee's taking of such test shall not constitute a waiver of any objection or rights that the employee may have.

Notwithstanding the above, nothing contained in this Article shall limit the authority of the District to require drug and alcohol testing as it deems appropriate for persons seeking employment as employees prior to their date of hire. Furthermore, before returning to work following an extended medical leave of over 30 days, employees may be required to complete a drug and alcohol test.

#### Section 9.5 – Refusal to Submit to Testing

Any employee refusing to comply with an order for testing for drugs and/or alcohol within the timetable specified in the order, shall be subject to discipline, up to and including discharge.

#### Section 9.6 – Test to be Conducted

In conducting the testing authorized by this Agreement, the District shall:

- (A) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing and that has been accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA).
- (B) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of each sample and test result.
- (C) Collect a sufficient sample of the same sample of blood or urine or a similarly reliable material from the employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee under Paragraph 6 below. Note that cannabis testing shall be conducted by blood test only.
- (D) Collect sample in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitted samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
- (E) Confirm any sample that tests positive in accordance with SAMHSA standards in effect at the time of the testing in initial screening for drugs by testing the second portion of the sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (F) Provide the employee tested with an opportunity to have the additional sample tested by a State of Illinois and SAMHSA certified clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, provided the employee notifies the District of the desire to do so within seventy-two hours of receiving notification of positive test results.
- (G) Require that the laboratory or hospital facility report to the District that a blood or urine sample or similarly reliable material is positive only if both the initial screening and confirmation tests are positive for a particular drug. Prescription medications which are validated by the District's Physician will be reported as a negative, but will include any Safety Sensitive determinations made by the physician. In these cases, a validated

medication which compromises the Safety Sensitive nature of our work will be handled in a manner consistent with a positive test result and will also require the Physician to determine the employee's ability to work and /or return to work while using this medication. Likewise, any prescription medication which shows up and cannot / is not validated will be treated as a positive test result.

(H) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood or urine be considered positive, and results showing an alcohol concentration of .0199 or less shall be considered negative. (Note: the foregoing standard shall not preclude the District from attempting to show that test results below .02 demonstrate that the employee was under the influence or impaired).

(I) Provide each employee tested with a copy of all information and reports received by the District in connection with the testing and the results.

(J) Ensure that no employee is the subject of any adverse employment action, except emergency temporary reassignment or relief of duty, during the pendency of any testing procedure.

(K) When testing is ordered, the employee may be removed from duty and placed on leave with pay pending the receipt of results unless there is independent reason to remove the employee from duty without pay.

#### Section 9.7 – Positive Test Results

Any test resulting in a positive report, or a negative report with Safety Sensitive concerns, will be referred to the Fire Chief for complete investigation. Upon completion of such investigation, if it is found that a member has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. Upon service, the member against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately relieved from duty, and shall be subject to disciplinary action which may include discharge, except as provided in the Section below concerning rehabilitation.

#### Section 9.8 – Voluntary Request for Assistance and Rehabilitation

The District shall not seek to terminate any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem. The opportunity for rehabilitation shall be granted for any employee who is not involved in any drug/alcohol related criminal activity and voluntarily admits to alcohol or drug abuse prior to initiation of testing procedures. This voluntary request for assistance shall only apply to employees with more than one (1) year of seniority.

Any member who voluntarily admits to the Chief their use of or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. This program shall include provisions (a) through (d) below. Employees failing to follow these sections or failing any test as provided therein shall be considered in violation of their voluntary treatment program and subject to discipline.



The opportunity for rehabilitation (rather than discharge) shall be granted once for any employee who is not involved in any drug/alcohol related criminal activity and prior to initiation of an investigation of the member's use or sale of controlled substance by any competent state or federal authority provided the employee signs a last chance agreement containing the following:

- (A) The employee agreeing to appropriate treatment as determined by the physician(s) or other professionals involved;
- (B) The employee discontinuing their use of illegal drugs or consumption of alcohol;
- (C) The employee completing the course of treatment prescribed, including an "after-care" group for a period of at least twelve months; and
- (D) The employee agreeing to submit to unlimited random testing at any time, including off duty hours, during the period of treatment and "after-care."

Employees who do not agree to, and act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the District to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing their duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at their option, to use accumulated paid leave or take an unpaid leave of absence pending treatment. All treatment shall be made at the sole expense of the employee, to the extent not covered by the employee's health insurance benefits.

Any rehabilitation opportunities shall be provided as per the current Employer provided health insurance benefits. Employees who voluntarily attempt rehabilitation and exceed their health care benefits allowed shall pay all remaining costs out of pocket.

#### Section 9.9 – Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, and/or designee, the designated representative of the union, and such other officials as may be appropriate on a need-to-know basis. Test results will not be disclosed to the public or the press except where the person tested consents.

### **ARTICLE X** **DISCIPLINE**

#### Section 10.1 – Preservation of Rights and Authority of District Boards

The Employer and Union recognize and acknowledge that the District's Board of Trustees and Board of Fire Commissioners possess certain statutory powers, duties and responsibilities regarding promotion, discipline, demotion and discharge of employees. However, this Agreement shall be construed to modify the statutorily provided disciplinary procedures for suspension, demotion and discharge of employees only to the extent expressly provided herein, but does not impact in any way the at-will employee status of probationary employees covered by this Agreement.

## Section 10.2 – Union Representation

In the event that an employee is subjected to questioning by a superior, and the employee reasonably believes that their responses to the questions may result in assessment of discipline against the employee, the employee may request, and shall be entitled to the presence of a Union representative during such interview, provided that the Union representative is reasonably available.

## Section 10.3 – Disciplinary Actions

Disciplinary actions instituted by the District shall be for just cause and for reasons based upon the employee's failure to fulfill their responsibilities as an employee. Probationary employees may be disciplined and discharged with or without cause and without recourse to either the Board of Fire Commissioners or grievance arbitration process.

The District generally agrees with the tenets of progressive and corrective discipline, whereby discipline shall be designed to improve behavior and not merely to punish. Where the District believes just cause exists to institute disciplinary action it shall access the following penalties based upon the circumstances and absent any exigent circumstances.

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Termination

In addition to, or in place of the above disciplinary action (punishment), the following actions may be enlisted where staff feels a significant benefit to the organization and/or the member may be realized.

In an effort to increase effectiveness, improve safety, and correct undesirable behavior, the Chief may employ the use of re-education assignments for the member facing disciplinary action. This re-education may come in a variety of forms, and will be discussed with Union officials in order to maintain a fair and appropriate stance.

Some examples of re-education include:

- Requiring the member to conduct research on an area pertaining to the behavior in question.
- Requiring the member to present information, papers, or argument relating to the subject in question.
- Requiring the member to attend appropriate classes, or to attend remedial training on the subject in question.
- Requiring the member to develop and deliver an educational program on the subject in question.

This re-education will carry the same weight and order as any form of discipline whereby, failure to comply (complete) with the re-education will be considered failure to obey a rightful order, and additional punishment may be entered.

The employee may file a written reply to any reprimand. Except for oral reprimands, a grievance may be filed as to disciplinary actions instituted against an employee. Disputes as to such actions shall proceed in accordance with the procedure set forth in the

applicable sections of this article except that disciplinary grievances involving written reprimands may be processed through the grievance procedure through and including Step 3, but shall not be subject to arbitration. The District is not required to strictly follow this order in the discipline of its employees. Rather, the District may pursue any of these available penalties when warranted.

An employee may request removal of a record(s) from their disciplinary file up to one time a calendar year, provided that a minimum of twelve months has elapsed since the issuance of the oral/written reprimand. The request shall be made in writing to the Chief, requesting a review of file. Upon receiving written request, the request shall be presented to a panel of three District Chiefs, within 15 calendar days. Removal will be on an individual basis, and a receipt of removal shall be filed. The removal of a file is at sole discretion of the Chief. This ruling by the Chief shall be final and not subject to the grievance procedures outlined in this agreement. The Chief may request a meeting with employee to discuss request. Employee shall have the right for Union Representation during meeting.

#### Section 10.4 – Notice and Investigation

The District shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill their responsibilities as an employee. Prior to taking final disciplinary action, the District will meet with the employee involved and notify the employee of the contemplated disciplinary action and the reason for the action.

#### Section 10.5 – Suspensions of up to Five Days

If the discipline is within the authority of the Fire Chief (suspension for a period of not more than five (5) consecutive calendar days) the following steps apply.

1. The Fire Chief shall serve a written notice of the charge(s) and punishment(s) upon the employee involved and immediately submit a copy to the Union.
2. Upon receipt of the notice, the employee may elect to appeal the disciplinary action either to the Board of Fire Commissioners of the District or, subject to approval of the Union, through the grievance/arbitration procedure of this Agreement. Selection by the employee of one process shall constitute a waiver of the other.

##### a. Board of Fire Commissioners Option

If the employee notifies the Fire Chief of a desire to have charges heard before the Board of Fire Commissioners, the Fire Chief shall notify the Secretary of the Board of Fire Commissioners in accordance with the procedure set forth in 70 ILCS 705/16.13b and the rules of the Board of Fire Commissioners. The statutory time period is hereby extended to be ten (10) days. The time period may be extended by mutual agreement of both parties.

##### b. Grievance/Arbitration Option

The Union may file a grievance over the suspension of an employee. An employee who desires to appeal disciplinary action through the grievance/arbitration procedure shall notify the Union within forty-eight (48) hours of their receipt of the Fire Chief's notice of the disciplinary action. The Union shall advise the employee and the District as to its

determination as to whether the Union will file a grievance as to the suspension within seven (7) calendar days of the receipt of the employee's request.

If the Union decides not to file a grievance, the Fire Chief shall notify the Secretary of the Board of Fire Commissioners in accordance with the procedure set forth in 70 ILCS 708/16.13b and the Rules of the Board of Fire Commissioners. The employee may appeal the discipline to the Board of Fire Commissioners and shall have no other option to use grievance/arbitration procedure for that discipline.

If the Union decides to file a grievance, the grievance shall be arbitrated unless an acceptable settlement is reached between the District, Union, and employee. The grievance shall be filed at Step 4 of the Grievance Procedure, Section 8.2 of this Agreement. The Union may submit it to arbitration in accordance with Section 8.3 of this Agreement. Upon receipt of the Union's election to arbitrate the suspension, the Chief shall have authority to immediately implement the proposed penalty. If the discipline is sustained by an arbitrator's decision, neither the Union nor the employee shall have any further right to contest such charges and penalty before the Board of Fire Commissioners.

#### Section 10.6 – Suspensions Over Five Days, Demotions, and Discharges

If the discipline proposed is beyond the authority of the Fire Chief and within the authority of the Board of Fire Commissioners, the following steps apply.

1. The District shall serve written notice of the charges and proposed punishment upon the employee involved and also submit a copy to the Union.
2. For discipline in excess of 45 days, the District may charge the member 100% of medical insurance during the period.
3. Upon receipt of the notice the employee may elect to have the proposed disciplinary action heard by either the Board of Fire Commissioners of the District or, subject to the approval of the Union, through the grievance/arbitration procedure of this Agreement. Selection by the employee of one process shall constitute a waiver of the other.

##### a. Board of Fire Commissioners Option

If the employee notifies the District of a desire to have charges heard before the Board of Fire Commissioners, the District may proceed with the proposed disciplinary action and the employee may contest the charged in accordance with the procedure set forth in 70 ILCS 705/16.13b subject to the employee's right to appeal the hearing described therein. The District shall not file any formal charges with the Board of Fire Commissioners before the employee has had an opportunity to exercise their election of remedies within ten (10) calendar days. The time period may be extended by mutual agreement of both parties.

##### b. Grievance/Arbitration Option

An employee who desires to appeal a proposed disciplinary action through the grievance/arbitration procedure shall notify the Union within forty-eight (48) hours of their receipt of the District's notice of the proposed disciplinary action. The Union shall advise the employee and the District as to its determination as to whether the Union will file a grievance as to the disciplinary action within seven (7) calendar days of the receipt of the employee's request.

If the Union decides not to file a grievance, the Fire Chief may proceed with the charges in a hearing before the Board of Fire Commissioners. The District may proceed with the proposed disciplinary action in accordance with the procedure set forth in 70 ILCS 705/16.13b subject to the employee's right to appeal the hearing described therein.

If the Union decides to file a grievance, the grievance shall be arbitrated in the same manner as provided in section 3 of this article, unless an acceptable settlement is reached between the District, Union, and employee. Pending arbitration of the grievance, the District may immediately implement the penalty and neither the Union nor the employee shall have any further rights to contest such charges and penalty before the Board of Fire Commissioners.

## **ARTICLE XI**

### **MANAGEMENT RIGHTS**

#### **Section 11.1 – Management Rights**

Except as limited by the terms and provisions of this Agreement, and the authority granted by the applicable Illinois Statutes, the District retains all traditional rights to manage and direct the affairs of the District as authorized and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations, consistent with all rights and authority possessed by the District prior to the execution of this Agreement. These rights and authority include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the District; to determine the District's missions, objectives, policies and budget and to determine and set all standards of service offered to the public; to levy taxes; to supervise and direct employees and their activities as related to the conduct of District affairs; to hire all employees and to establish the qualifications and standards for employment as authorized by 70 ILCS § 16.01 et seq., to schedule and assign work; to promote as authorized by 50 ILCS § 742, evaluate and transfer employees within the District; to establish work, productivity, training, and fitness standards and, from time to time, to change those standards; to assign overtime; to lay off or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to determine the rank structure and numbers of employees and types of employees in each rank; station and apparatus; to make, alter and enforce reasonable rules, regulations, orders and policies, to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change, relocate, modify or eliminate existing methods, equipment or facilities; and to determine whether services are to be provided by employees covered by this Agreement.

It is specifically provided, however, that the exercise of any of the above rights shall not conflict in any way with any of the terms of this Agreement or the duties established by the Illinois Public Labor Relations Act ("IPLRA", 5 ILCS 315/1 et seq.).

#### **Section 11.2 – Subcontracting of Work**

It is the District's intent and policy to continue to have work which is exclusively bargaining unit work to be performed by the bargaining unit. Thus, before initiating a procedure for contracting out such bargaining unit work, the District shall provide the Union at least 30 days notice in writing by certified mail or personal delivery, of its intent to subcontract, meet and negotiate with the Union regarding the decision and any impact of

subcontracting. Failure to timely request to negotiate shall be a waiver of the Union's right to negotiate over the decision or its impact. Any impasse regarding the decision to or impact of subcontracting out of such work shall be resolved through the impasse resolution procedures of the IPLRA.

### Section 11.3 – Entire Agreement

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the District. This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining, (except as specifically provided for in this Agreement), for its term. Amendments and modifications of this Agreement may be made by mutual written agreement of the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement that each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## **ARTICLE XII** **HEALTH AND SAFETY**

### Section 12.1 – Medical Insurance

The District agrees to provide hospitalization and medical coverage for the employees and their dependents. An outline of the benefits and coverage per plan shall be available to each member. If multiple plans (HMO and PPO options) are available, members may change plans once a year. Members wishing to change plans must submit in writing their desire to change plans prior to any established deadline. An optional vision and dental plan may be selected at the employee's expense. The District will not be held responsible for changes made to the policy by the insurance company.

The District will pay 90% of the premium amounts set forth in accordance with the provider contract coverage for employees and 90% of the cost for covered dependents under a plan or plans selected by the District. The exception to this is when a member is under discipline of forty-five calendar days or greater, in these circumstances the member will be responsible for 100% of the healthcare costs.

The District reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions, except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures or institution of a Health Savings Account, Health Reimbursement Account or other high-deductible health insurance plan. For so long as the District offers an HSA account, the District will contribute 100% of the deductible for the HSA account on an annual basis.

The extent of coverage under the insurance policies (including HMO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits shall be resolved in accordance with the terms and conditions set forth in said policies or

plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the District, nor shall such failure be considered a breach by the District of any obligation undertaken under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the District, any employee or beneficiary of any employee.

Should some form of National Health Insurance be enacted which results in increased insurance costs to the District, the District may elect to reopen the Medical Insurance only section of this agreement. In the event of such a reopener, negotiations shall begin within ten days of the notice to reopen. If no agreement concerning increased insurance costs is reached following a reopener under this section, then such dispute concerning any or all of the section on Medical Insurance may be referred to interest arbitration.

#### Section 12.2 – Death Benefit

The District agrees to provide, at no cost to the employees, term life insurance for all bargaining unit members in the face amount of \$50,000.00. The policy in place will also include accidental death and dismemberment.

#### Section 12.3 – Joint Occupational Safety and Health Committee

It is the desire of the District and the Union to maintain the highest standards of safety and health in the District in order to eliminate, as much as possible, accidents, death, injuries and illnesses in the fire service. The Union and District shall have the opportunity to appoint three (3) persons each to a six (6) member Joint Occupational Safety and Health Committee with one of the District's appointees acting as the chairman of this Committee. This Committee will meet as needed to discuss safety and health conditions.

Protective devices, wearing apparel and other equipment necessary to properly protect fire fighters shall be provided by the District at no cost to the employees and shall conform to applicable fire service standards. These devices, apparel and equipment shall be inspected by the Committee on a (as needed but not less than biannual) basis to ensure proper maintenance and replacement.

Records shall be kept of all job related accidents, injuries and illnesses which shall be maintained by the District. Copies of all such records and reports, including all reports which may be required by the state or federal governments, shall be made available upon request to Committee members as permitted under federal and state law.

#### Section 12.4 – Physicals

The District can require employees to complete a yearly NFPA1582 compliant physical, however these should be conducted while on duty or while off duty at rate of one and a half 1 ½ times their hourly rate per hour spent at the physician. The employee shall pay no out of pocket expense for any required department physical.

#### Section 12.5 – Disability Insurance

The District agrees to maintain a disability insurance policy.

## Section 12.6 – Staffing

In the interests of safety, the Parties agree that daily minimum staffing shall be twenty-one (21) bargaining unit employees per shift. District shall utilize the appropriate overtime list(s) in order to maintain minimum shift staffing. The Parties agree that, in the case of bona fide economic reasons, either party may request to re-visit daily staffing numbers. Any disputes related to those discussions shall be resolved in accordance with the impasse procedures established in Section 14 of the Illinois Public Labor Relations Act.

## Section 12.7 – Physical Fitness Incentive

The District and the local recognize that firefighting and emergency services are inherently stressful and physically demanding. To promote fitness and wellness throughout the department, a fitness incentive shall be given to members who prioritize fitness. Health and Safety will design a fitness test to be agreed upon by the District and the Local. This test shall be conducted annually, on a voluntary basis, and administered to all interested bargaining unit employees. This test shall take into consideration safety, physical strength, cardiovascular capacity, and job performance tasks. This test can be reviewed annually by Health and Safety to evaluate if changes and adjustments need to be made.

Fitness testing: Employees must have participated in a yearly physical and cleared fit for duty by the physician to participate in the Physical Fitness Incentive. Fitness testing will be administered on a pass/fail basis annually. Any failure shall be non-punitive. The test date will be determined annually by Health and Safety and will be based around department physicals. Each member may only challenge the test one time per calendar year and it shall be administered on duty by Health and Safety or their designees.

Incentive: Upon successfully passing the fitness test bargaining unit members shall receive a Five Hundred Dollar stipend. Bonus shall be distributed in the first full pay period in December. A member may also elect to have their stipend deposited into their Post-Retirement Healthcare funding plan.

## **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 the following ranks in the bargaining unit: Lieutenant, Captain, and Battalion Chief.

### Section 13.2 – Appointments to Ranks of Division Chiefs and Above

The parties agree that two people may be permanently appointed to the rank of Division Chief, (EMS and Training) within the District by the Fire Chief with approval of the Board of Trustees. The Division Chief's shall not be subject to any promotional provisions of the Fire Department Promotion Act. In addition, the Deputy Chief ranks (Operations and Administration) shall be permanently appointed ranks of the District exempt from the promotional provisions of the Fire Department Promotion Act.



Effective upon the execution of this CBA, the rank of Battalion Chief moving forward shall be subject to the promotions act and promotional provisions. The current members appointed to the rank of Battalion Chief prior to this agreement shall remain Battalion Chiefs. If at any point the Union wishes to include Division Chiefs and initiates bargaining for Division Chiefs, Battalion Chiefs will revert to an appointed position immediately.

#### 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 180 days 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 six years of full-time sworn service with the Oswego Fire Protection District, and (b) achievement of certification of Fire Officer I (CoFO) or provisional Fire Officer I (CoFO) as described by the Office of the Illinois State Fire Marshal at or before the expiration of the most current eligibility list.

#### 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 180 days 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 two years of full-time sworn service, as a Lieutenant with the Oswego Fire Protection District, (b) 30 semester hours of college credit, and (c) achievement of certification of Fire Officer II (AdFO) or provisional Fire Officer II (AdFO) as described by the Office of the Illinois State Fire Marshal at or before the expiration of the most current eligibility list.

#### Section 13.5 – Eligibility Prerequisites – Battalion Chief

The examination process for promotion to the rank of Battalion Chief shall be competitive among employees in the rank of Lieutenant, Lieutenant-Paramedic, Captain, or Captain-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 180 days 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 Battalion Chief only if they meet the following qualifications: (a) service of a minimum of three years of full-time sworn service, as a Lieutenant with the Oswego Fire Protection District. No minimum year's requirement for members who are currently the rank of Captain. (b) Associate degree in fire service-related field, and (c) achievement of certification of Fire Officer II (AdFO) as described by the Office of the Illinois State Fire Marshal at or before the expiration of the most current eligibility list. For the first test, members wishing to challenge the promotional process shall meet the requirements by the time of written test.

## Section 13.6 – 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>
1. Oral Examination	20%
2. Chief's Points	5%
3. Tactical Assessment	20%
4. Seniority	15%
5. Ascertained Merit	5%
6. Written Examination	35%

The oral examination and tactical assessment points shall be awarded based upon job-related criteria. Such tests shall be administered, and chief's points, seniority and ascertained merit shall be calculated, prior to the administration of the written examination. The oral examination will be administered first and the written examination will be administered last. All categories shall be completed before a total score is computed, which shall meet or exceed 70% to be eligible to make the preliminary promotional list.

### 1. Oral Examination

The questions for the oral examination shall be job related and the same for each candidate. The oral examination will be conducted by a panel of outside chiefs selected by the District.

### 2. Criteria for Chief's Points

Recommendation of chief points will be decided by a panel of Chief Officers. The Fire Chief has the overall authority in points to be awarded. Areas of consideration are as follows;

Teamwork – treats co-workers fairly and equally; has patience and understanding when working with others; shows enthusiasm for the job; leads by example.

Leadership – is punctual; can always be counted on; is respected by peers; is always prepared, always considers safety of self and others; behaves in a mature manner.

Emergency performance – demonstrates knowledge and understanding of current job requirements; is committed to learning and training; is willing to help others improve their performance.

Ethics and Values – Shows devotion to duty; demonstrates loyalty to the District; shows respect to superior officers; presents oneself well in public and communicates well.

Additional Activities and Special Teams/Duties- The extent the individual participates in additional activities and specialty teams/duties

### 3. Tactical Assessment

An Assessment Center is based on a thorough analysis of actual job behavior, translated into a series of simulated job-related scenarios, where candidates for promotion are observed and graded by assessors who evaluate performance during exercises. The

following textbooks and manuals shall be provided by the District and assigned to each station to be used to assist the candidates with the Tactical Assessment.

The following list will include the latest editions at time of posting:

Oswego Fire Protection District's Policy Manual

Oswego Fire Protection District's Standard Operating Guidelines

Collective Bargaining Agreement between the Oswego Fire Protection District and

Oswego Firefighters I.A.F.F. Local #4773

Selected material attached in Appendix C

The tactical assessment will be conducted by a panel of outside chiefs selected by the District.

#### 4. Seniority

Seniority points shall be awarded on the basis of 5 points per year (.416 points per month) up to 20 years (100 points maximum). Candidates will then be awarded 15% of their total seniority points to coincide with the 15% rating factor allotted for seniority.

#### 5. Ascertained Merit

The following categories shall be considered for purposes of ascertained merit (Fire Officer Courses are noncumulative, Degrees are noncumulative):

Bachelor's Degree (In a fire service related field) 12 pts.

Associate's Degree (In a fire service related field) 8 pts.

RFA Fire Company Officer Academy 4pts.

IFSI Fireground Company Officer 4pts.

NFA Command and Control of Incident Operations 4pts.

#### 6. Written Examination

The written exam shall consist of a 150 question True/False and/or multiple-choice written test. Questions shall be based on the Oswego Fire Protection District's Policy Manual, Oswego Fire Protection District's Standard Operating Guidelines, the Collective Bargaining Agreement between the Oswego Fire Protection District and Oswego Firefighters I.A.F.F. Local #4773, and up to three additional text to be posted in compliance with the promotions act. The written test shall be job related and objective. The questions shall be specifically related to the duties regularly performed by Lieutenants, as applicable, within the District. All such written materials shall be made readily available to candidates for promotion at least One hundred eighty days before the promotional process.

#### Section 13.7 – 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.

<u>Component</u>	<u>Percentage Weight</u>
1. Oral Examination	20%
2. Chief's Points	5%
3. Tactical Assessment	20%
4. Seniority	15%
5. Ascertained Merit	5%
6. Written Examination	35%

The oral examination and tactical assessment points shall be awarded based upon job-related criteria. Such tests shall be administered, and chief's points, seniority and ascertained merit shall be calculated, prior to the administration of the written examination. The oral examination will be administered first and the written examination will be administered last. All categories shall be completed before a total score is computed, which shall meet or exceed 70% to be eligible to make the preliminary promotional list.

### 1. Oral Examination

The questions for the oral examination shall be job related and the same for each candidate. The oral examination will be conducted by a panel of outside chiefs selected by the district.

### 2. Criteria for Chief's Points

Recommendation of chief points will be decided by a panel of Chief Officers. The Fire Chief has the overall authority in points to be awarded. Areas of consideration are as follows;

Teamwork – treats co-workers fairly and equally; has patience and understanding when working with others; shows enthusiasm for the job; leads by example.

Leadership – is punctual; can always be counted on; is respected by peers; is always prepared, always considers safety of self and others; behaves in a mature manner.

Emergency performance – demonstrates knowledge and understanding of current job requirements; is committed to learning and training; is willing to help others improve their performance.

Ethics and Values – Shows devotion to duty; demonstrates loyalty to the District; shows respect to superior officers; presents oneself well in public and communicates well.

Additional Activities and Special Teams/Duties- The extent the individual participates in additional activities and specialty teams/duties

### 3. Tactical Assessment

An Assessment Center is based on a thorough analysis of actual job behavior, translated into a series of simulated job-related scenarios, where candidates for promotion are observed and graded by assessors who evaluate performance during exercises. The following textbooks and manuals shall be provided by the District and assigned to each station to be used to assist the candidates with the Tactical Assessment.

The following list will include the latest editions at time of posting:

Oswego Fire Protection District's Policy Manual

Oswego Fire Protection District's Standard Operating Guidelines

Collective Bargaining Agreement between the Oswego Fire Protection District and Oswego Firefighters I.A.F.F. Local #4773

Selected material attached in Appendix C

The tactical assessment will be conducted by a panel of outside chiefs selected by the District.

#### 4. Seniority

Seniority points shall be awarded on the basis of 5 points per year (.416 points per month) up to 20 years (100 points maximum). Candidates will then be awarded 15% of their total seniority points to coincide with the 15% rating factor allotted for seniority.

#### 5. Ascertained Merit

The following categories shall be considered for purposes of ascertained merit (Fire Officer Courses are noncumulative, Degrees are noncumulative):

Bachelor's Degree (In a fire service-related field) 12 pts.

Associate's Degree (In a fire service-related field) 8 pts.

RFA Fire Command Officer Academy 4pts.

IFSI Fireground Command Officer 4pts.

NFA Command and Control of Multiple Alarms 4pts

#### 6. Written Examination

The written exam shall consist of a 150 question True/False and/or multiple-choice written test. Questions shall be based on the Oswego Fire Protection District's Policy Manual, Oswego Fire Protection District's Standard Operating Guidelines and the Collective Bargaining Agreement between the Oswego Fire Protection District and Oswego Firefighters I.A.F.F. Local #4773. and up to three additional text to be posted in compliance with the promotions act. The written test shall be job related and objective. The questions shall be specifically related to the duties regularly performed by Captains, as applicable, within the District. All such written materials shall be made readily available to candidates for promotion at least One hundred eighty days before the promotional process.

### Section 13.8 – Promotional Test Components and Weights—Battalion Chief

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>
1. Oral Examination	20%
2. Chief's Points	5%
3. Tactical Assessment	20%
4. Seniority	15%
5. Ascertained Merit	5%
6. Written Examination	35%

The oral examination and tactical assessment points shall be awarded based upon job-related criteria. Such tests shall be administered, and chief's points, seniority and ascertained merit shall be calculated, prior to the administration of the written examination. The oral examination will be administered first and the written examination will be administered last. All categories shall be completed before a total score is computed, which shall meet or exceed 70% to be eligible to make the preliminary promotional list.

#### 1. Oral Examination

The questions for the oral examination shall be job related and the same for each candidate. The oral examination will be conducted by a panel of outside chiefs selected by the District.

## 2. Criteria for Chief's Points

Recommendation of chief points will be decided by a panel of Chief Officers. The Fire Chief has the overall authority in points to be awarded. Areas of consideration are as follows;

Teamwork – treats co-workers fairly and equally; has patience and understanding when working with others; shows enthusiasm for the job; leads by example.

Leadership – is punctual; can always be counted on; is respected by peers; is always prepared, always considers safety of self and others; behaves in a mature manner.

Emergency performance – demonstrates knowledge and understanding of current job requirements; is committed to learning and training; is willing to help others improve their performance.

Ethics and Values – Shows devotion to duty; demonstrates loyalty to the District; shows respect to superior officers; presents oneself well in public and communicates well.

Additional Activities and Special Teams/Duties- The extent the individual participates in additional activities and specialty teams/duties.

## 3. Tactical Assessment

An Assessment Center is based on a thorough analysis of actual job behavior, translated into a series of simulated job-related scenarios, where candidates for promotion are observed and graded by assessors who evaluate performance during exercises. The following textbooks and manuals shall be provided by the District and assigned to each station to be used to assist the candidates with the Tactical Assessment.

The following list will include the latest editions at time of posting:

Oswego Fire Protection District's Policy Manual

Oswego Fire Protection District's Standard Operating Guidelines

Collective Bargaining Agreement between the Oswego Fire Protection District and Oswego Firefighters I.A.F.F. Local #4773

Selected material attached in Appendix C

The tactical assessment will be conducted by a panel of outside chiefs selected by the District.

## 4. Seniority

Seniority points shall be awarded on the basis of 5 points per year (.416 points per month) up to 20 years (100 points maximum). Candidates will then be awarded 15% of their total seniority points to coincide with the 15% rating factor allotted for seniority.

## 5. Ascertained Merit

The following categories shall be considered for purposes of ascertained merit (Fire Officer Courses are noncumulative, Degrees are noncumulative):

Masters Degree (In a fire service related field) 12 pts  
Bachelor's Degree (In a fire service-related field) 8 pts  
OSFM Chief Fire Officer 8pts  
RFA Fire Command Officer Academy 4pts  
IFSI Fireground Command Officer 4pts  
NFA Command and Control Multi Alarm Incidents 4 pts

#### 6. Written Examination

The written exam shall consist of a 150 question True/False and/or multiple-choice written test. Questions shall be based on the Oswego Fire Protection District's Policy Manual, Oswego Fire Protection District's Standard Operating Guidelines, the Collective Bargaining Agreement between the Oswego Fire Protection District and Oswego Firefighters I.A.F.F. Local #4773, and up to three additional text to be posted in compliance with the promotions act. The written test shall be job related and objective. The questions shall be specifically related to the duties regularly performed by Battalion Chiefs, as applicable, within the District. All such written materials shall be made readily available to candidates for promotion at least One hundred eighty days before the promotional process.

#### Section 13.9 – Scoring and Posting of Examination Components

Each component of the promotional test shall be scored on a scale of one hundred 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 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 13.10 – 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 13.11 – 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 13.12 – Maintenance of Promotional Lists

A final promotional list shall remain valid and unaltered for a period of three 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.

#### Section 13.13 – Demotions or Removals

In the event a sworn District member is involuntary demoted or removed from the non-bargaining unit position, or voluntarily demoted or removed from such position, but is not discharged or retiring from the District, such employee may revert back to his/her previous rank within the bargaining unit, without regard to whether a vacancy then exists in such rank and without regard to whether there then exists any applicable eligibility list for such rank, and shall be compensated at the appropriate salary schedule. Any such demotion or removal shall not be considered as having created an additional position or vacancy within such rank.

#### Section 13.14 – Vacancies

For the term of this agreement the District agrees to maintain and staff the positions of all sworn district members, according to the authorized staffing found in Appendix B. Except for the agreed-upon promotional requirements for the rank of Lieutenant, Captain, and Battalion Chief as described in Article XIII, the District and the Union shall agree upon the qualifications for the position of Deputy Chief and Division Chief through the use of labor-management.

The Fire Chief shall attempt to appoint or fill vacant positions for Deputy Chief, Division Chief, Fire Marshal, and Support Service from within the bargaining unit. If no bargaining unit member wishes to accept such appointment, or is not qualified, the District, in its sole discretion, shall have the authority to appoint someone from outside of the bargaining unit.



Promotions to the rank of Fire Chief shall be appointed by the Board of Trustees and come from the Division Chief, Deputy Chief, or a member of the bargaining unit for the terms of this agreement.

## **ARTICLE XIV**

### **LABOR-MANAGEMENT COLLABORATION**

#### **Section 14.1 – No Discrimination**

In accordance with applicable law, both the District and the Union agree not to discriminate against any employee covered by the Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, sexual orientation, national origin, political affiliation and/or beliefs, mental and/or physical disabilities and union activity. An alleged violation of this Section may be pursued only through Step 3 of the grievance procedure and no further.

#### **Section 14.2 – Union Activity**

The District and Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by law or this agreement, or on account of membership or non-membership in the Union.

#### **Section 14.3 – Bulletin Boards**

The District agrees to furnish suitable space not to exceed thirty-six (36") inches by sixty (60") inches for a Union bulletin board in each District fire station. The Union shall limit its posting of notices and bulletins to such bulletin boards and any items posted on the bulletin board shall not be political, partisan or defamatory in nature and shall not be critical of the District or its management. All postings shall be dated and initialed by the person posting it. Any offensive information on the bulletin board may be removed by the Fire Chief with notification to the Union's President or designee.

#### **Section 14.4 – Union Use of District Facilities**

The Union shall be allowed to hold meetings in any District fire station with advance approval of the Fire Chief. The Union is permitted to have guests or speakers at their Union meetings. On duty members may attend Union meetings held at their assigned duty station if available. All off-duty members, in good standing, are permitted to enter District facilities to attend preapproved Union meetings.

#### **Section 14.5 – Labor Management Committee**

There shall be established a joint Labor-Management Committee, such committee to be composed of a maximum of four representatives each for both the Union and the District, with these representatives to be selected and designated by the Union and the District respectively. The committee shall meet as such times as may be mutually agreed upon by the Union and the District, for the purpose of discussing and attempting to resolve any problems of common interest to the parties, and thereby building and maintaining a climate of mutual understanding and respect. Whenever the Union or the District desires such a meeting, they shall submit a written request for a meeting to the other party along with an agenda setting forth the proposed subject matters to be discussed. The other party may

add items to the proposed agenda and if so shall inform the other party in advance of the meeting of its requested agenda items.

#### Section 14.6 – Joint Apprentice/Probationary Committee

The District and the Union will use a Joint Apprentice/Probationary Committee to conduct the review of the performance of full-time employees during their probationary period.

The Joint Apprentice/Probationary Committee shall consist of four members who shall be regular members of the fire department. The Fire Chief and the President of the Union shall each appoint two members to the Joint Apprentice/Probationary Committee.

The District and the Union will use the Joint Apprentice/Probationary Committee to conduct the review of the performance of full-time employees during their probationary period.

The Joint Apprentice/Probationary Committee shall meet every three months to monitor and evaluate the probationary firefighter's progress and performance. Before the conclusion of the probationary period, the Joint Apprentice/Probationary Committee shall take a majority vote to recommend to the Fire Chief retention of or termination of the probationary member. A copy of said notice shall be provided to the Board of Fire Commissioners and Board of Trustees.

Nothing in this section shall be read as limiting or preventing the District Board of Fire Commissioners, Board of Trustees, or Fire Chief from exercising any and all managerial rights to unilaterally terminate a probationary employee or apprentice employee on its own initiative.

### **ARTICLE XV** **RULES AND REGULATIONS**

#### Section 15.1 – Compliance with Rules and Regulations

Employees shall be required to comply with all rules, regulations, policies and procedures of the Fire District. In the event there is a dispute as to whether a rule, regulation, policy or procedure is in conflict with or is inconsistent with the terms of this Agreement, it is agreed that the employees will comply with the rule, regulation, policy or procedure upon the direction of the officer and any dispute over the matter will be resolved through Labor / Management discussion or the grievance procedure.

#### Section 15.2 – Promulgation of New or Revised Rules

New or revised rules, regulations, policies and procedures may be established from time to time. The District agrees to notify the Union in advance of promulgating or implementing any new or revised District ordinances, rules or regulations, or Board of Fire Commissioners rules and regulations, which constitute mandatory subjects of bargaining within the meaning of the Illinois Public Labor Relations Act. Where practical notice shall be afforded at least seven calendar days in advance of the proposed effective date of the proposed change to allow the Union a fair opportunity to review and offer effective input as to the proposed change.

## **ARTICLE XVI**

### **MISCELLANEOUS PROVISIONS**

#### **Section 16.1 – Residency**

The District does not maintain a residency requirement for any bargaining unit member of the Oswego Fire Protection District.

#### **Section 16.2 – Outside Employment**

The District does not wish to unreasonably restrict employees from engaging in outside or “secondary employment”, which shall be defined to include self-employment and any volunteer work. However, the employee’s position with the District shall always be considered the primary responsibility. Any employee desiring to engage in secondary employment, including self-employment and volunteer work shall provide the Chief or designee information concerning the nature of the secondary employment desired, and the contact information regarding it in a form determined by the District. Employees shall annually provide requested information regarding any desired secondary employment as well as provide updated information within 10 days of any change in the secondary employment information. The District retains the right to deny requests for secondary employment.

#### **Section 16.3 – No Solicitation**

The Union, its officers, employees, affiliates, members and agents, as well as all of the employees covered by this Agreement, shall not solicit any person or entity for contributions or donations of behalf of the Oswego Fire Protection District. Nor may they use the words “Oswego Fire Protection District” or “Oswego Fire Department” or any abbreviation of either, in its name or describe or imply itself as an agent of the District. Nor may they use the District’s insignia, communications systems, supplies, or materials for solicitation purposes, and solicitation by employees may not be done on work time unless prior approval is obtained from the Fire Chief. The Union further agrees that any written or oral solicitation of District residents, citizens, or merchants will include the words “This solicitation is not made on behalf of or supported by the Oswego Fire District or its Fire Department”

The foregoing shall not be construed as a prohibition of otherwise lawful solicitation efforts by the Union directed to the general public, nor shall it limit the District’s right to make lawful and truthful comments concerning such solicitation.

#### **Section 16.4 – 7(g) Agreements**

The District recognizes that there is a need for employees to perform work outside the job description of the Firefighter/Paramedic. Employees who participate in this program must sign the agreement for 7(g) participation.

The following programs will be assigned to a 7(g) agreement and shall be paid at time and a half of the hourly rate listed below:

Mechanic	\$27.00
Bureau	\$20.00
Support	\$20.00

The Fire Chief oversees the 7(g) program and has final decision to determine who to select for the position and may remove an employee from this position when he deems it appropriate.

#### Section 16.5 – 40 Hour Personnel

Bargaining unit members assigned to staff positions shall be paid an additional six percent to current wage and salary schedule, while active in staff position. If the member is moved back to a shift schedule then the additional six percent shall cease. This shall NOT apply to light duty personnel.

### **ARTICLE XVII** **DURATION**

This Agreement shall be effective May 1, 2025, and shall remain in effect until April 30, 2029. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing at least ninety days prior to the anniversary date that it desires to modify the agreement.

Further, the parties agree that the following sections of this Agreement shall be subject to negotiations as a reopener with any changes to these sections to be effective no earlier than May 1, 2028, unless agreed otherwise by both parties to this agreement in writing.

Section 4.1: Wages  
Section 4.7: Acting Up Pay  
Section 4.10: Education Incentive  
Section 4.11: Annual Longevity Incentive  
Section 4.12: Special Teams  
Section 5.1: Vacations  
Section 5.2: Holidays  
Section 5.3: Bereavement Leave  
Section 5.4: Sick and Injury Leave  
Section 5.14: Kelly Days  
Section 16.4: 7(g) Agreement  
Section 16.5: 40 Hour Personnel

### **ARTICLE XVIII** **SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted Federal or State Legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations subject to the procedures set forth in Section 14 of the Illinois Public Labor Relations Act (5 ILCS 315/14).

### **ARTICLE XXIV** **RETROACTIVE**


Signed and entered into this 18<sup>TH</sup> day of NOVEMBER, 2024.

FOR THE UNION:

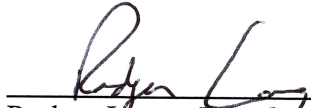
  
David Martinez, *President*

  
Brad Clement, *Secretary*

  
Ryan Marshall, *Vice-President*

  
Matt Tinker, *Treasurer*

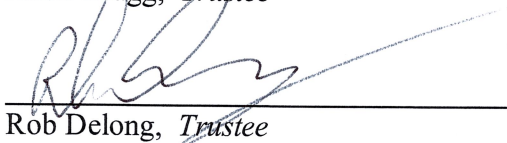
FOR THE DISTRICT:

  
Rodger Long, *President*

  
Sarah Zameda, *Secretary*

  
Ken Holmstrom, *Treasurer*

  
Jason Bragg, *Trustee*

  
Rob Delong, *Trustee*

**APPENDIX A**  
**WAGE AND SALARY SCHEDULES**

	<b>2025</b>	<b>2026-2027</b>	<b>2027-2028</b>
<b>FIREFIGHTER</b>	<b>\$78,789</b>	<b>\$81,547</b>	<b>\$84,401</b>
<b>Year One</b>			
<b>FIREFIGHTER</b>	<b>\$85,550</b>	<b>\$88,544</b>	<b>\$91,643</b>
<b>Year Two</b>			
<b>FIREFIGHTER</b>	<b>\$92,522</b>	<b>\$95,760</b>	<b>\$99,112</b>
<b>Year Three</b>			
<b>FIREFIGHTER</b>	<b>\$101,605</b>	<b>\$105,161</b>	<b>\$108,842</b>
<b>Year Four</b>			
<b>FIREFIGHTER</b>	<b>\$111,957</b>	<b>\$115,875</b>	<b>\$119,931</b>
<b>Year Five / Top Pay</b>			
<b>Lieutenant</b>	<b>\$126,545</b>	<b>\$130,974</b>	<b>\$135,558</b>
<b>Captain</b>	<b>\$132,872</b>	<b>\$137,523</b>	<b>\$142,336</b>
<b>Battalion Chief</b>	<b>\$146,159</b>	<b>\$151,275</b>	<b>\$156,570</b>

## APPENDIX “B”

### AUTHORIZED STAFFING

#### Staff Positions

<b>Fire Chief</b>	<b>1</b>
<b>Deputy Chief of Administration</b>	<b>1</b>
<b>Fire Marshal</b>	<b>1</b>
<b>Support Service</b>	<b>1</b>
<b>Deputy Chief of Operations</b>	<b>1</b>
<b>Division Chief of EMS</b>	<b>1</b>
<b>Division Chief of Training</b>	<b>1</b>
<b>Total Staff</b>	<b>7</b>

#### Shift Positions

<b>Position</b>	
<b>Battalion Chief</b>	<b>3</b>
<b>Captain – Station Commander</b>	<b>4</b>
<b>Lieutenant – Company Officer</b>	<b>8</b>
<b>Lieutenant – Roving Officer</b>	<b>3</b>
<b>Firefighter/Paramedics</b>	<b>57</b>
<b>Total Shift</b>	<b>75</b>
<b>Apprentices</b>	<b>Variable (3 Apprentices)</b>

## **APPENDIX “C” PROMOTIONS EXAM MATERIALS**

### **Lieutenant:**

- Fire Officer’s Handbook of Tactics, 5<sup>th</sup> Edition by John Norman
- Extreme Ownership: How U.S. Navy SEALs Lead and Win by Jocko Willink

### **Captain:**

- Step up and Lead by Frank Viscuso
- Firefighting Strategies and Tactics 4th Edition

### **Battalion Chief:**

- It’s Your Ship: Management Techniques from the Best Damn Ship in the Navy by Michael Abrashoff
- Chief Officer Principles and Practices 3<sup>rd</sup> Edition



## APPENDIX "D"

### PROMOTIONS EXAM MATERIALS

#### Chiefs Points for Promotional

**Candidate Name:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

Recommendation of chief points will be decided by a panel of Chief Officers. The Fire Chief has the overall authority in points to be awarded.

Using the following statements as a guide, rate each factor on a (1-5) scale, which best describes the employee's performance.

- 5- Outstanding Performance- Top Performer
- 4- Exceeds Standards- Above Average
- 3- Meets Standards
- 2- Below Standards
- 1- Unsatisfactory Performance

#### Teamwork

Description- treats co-workers fairly and equally; has patience and understanding when working with others; shows enthusiasm for the job; leads by example.

Treats Co-Workers fairly	1	2	3	4	5
Has patience and understanding	1	2	3	4	5
Enthusiasm for the job	1	2	3	4	5
Leads by example	1	2	3	4	5

Section Rating: \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### Leadership

Description- is punctual; can always be counted on; is respected by peers; is always prepared, always considers safety of self and others; conscientious; behaves in a mature manner.

Punctual	1	2	3	4	5
Always be counted on	1	2	3	4	5
Respected by peers	1	2	3	4	5
Always prepared	1	2	3	4	5
Safety Conscious	1	2	3	4	5
Behaves in mature manner	1	2	3	4	5

Section Rating: \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### Emergency Performance

Description- demonstrates knowledge and understanding of current job requirements; is committed to learning and training; is willing to help others improve their performance.

Knowledge of current job	1	2	3	4	5
Committed to learning	1	2	3	4	5
Willing to help others learn	1	2	3	4	5

Section Rating: \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### Ethics and Values

Description- shows devotion to duty; demonstrates loyalty to the District; shows respect to superior officers; presents oneself well in public and communicates well.

Shows devotion to duty	1	2	3	4	5
Demonstrates loyalty to the District	1	2	3	4	5
Shows respect to senior officers	1	2	3	4	5
Presents oneself well in public	1	2	3	4	5
Communicates well	1	2	3	4	5

Section Rating: \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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**Additional Activities and Special Teams/Duties:**

Description- The extent the individual participates in additional department activities and specialty teams/duties.

Activities	1	2	3	4	5
Specialty Teams/Duties	1	2	3	4	5

Section Rating: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Total Rating:** \_\_\_\_\_ **out of 100**

## APPENDIX “E” UNIFORMS

	24hr FF's & CO's	Staff	BC's
Class B Short Sleeve	1	1	1
Short Sleeve T-Shirt	3	3	3
Long Sleeve T-Shirt	3	3	3
Polos	0	3	3
Job Shirts	2	2	2
Duty Pants	3	3	3
Duty Shorts	2	1	1
Duty Boots	1	1	1
Duty Shoes	1	1	1
Multi-Purpose Jacket	1	1	1
Work-Out Shorts	1	1	1
Sweat Pants	1	1	1
Belt	1	1	1
Ball Cap	1	1	1
Stocking Hat	1	1	1
Badge & Nameplate	1	1	1
Class A Uniform (after probation)	1	1	1
Structural Firefighter Gear	1	1	1
Firefighting Boots (leather)	1	1	1
Structural Firefighting Gloves	2	2	2
Structural Firefighting Hoods	2	2	2
SCBA Mask	1	1	1
Protective Eyewear	1	1	1
Radio Strap w/pouch	1	1	1
Flashlight	1	1	1
Cold Weather Bag	1	1	1