

AGREEMENT

**Effective January 1, 2020 and
Expiring December 31, 2022**

Between

PLEASANTVIEW FIRE PROTECTION DISTRICT

And

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL #73
Firefighters and Lieutenants**

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AGREEMENT
Between
PLEASANTVIEW FIRE PROTECTION DISTRICT
and
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL #73

THIS AGREEMENT entered into by the PLEASANTVIEW FIRE PROTECTION DISTRICT (hereinafter referred to as the "District" or the "Employer") and the SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL #73 (hereinafter referred to as the "Union"), is in recognition of the Union's status as the exclusive representative of certain District employees and has as its basic purpose the promotion of harmonious relations between the District and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the District and the Union do mutually promise and agree as follows:

ARTICLE I
RECOGNITION

Section 1.1. Recognition. Pursuant to the Certification of Representative issued by the Illinois State Labor Relations Board in Case No. S-RC-90-53 the District recognizes the Union as the sole and exclusive collective bargaining representative for all full-time firefighters below the rank of Captain (hereinafter referred to as "employees"), but excluding the paid on-call firefighters, contractual employees, clerical employees and all other District employees .

Section 1.2. Probationary Period. The probationary period shall be the maximum permitted by state statute, which is currently 12 months in duration. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period. During the probationary period, an employee is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure.

Section 1.3. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify, defend and hold harmless the District and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal cost resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 1.4. Union Officers. For purposes of this Agreement, the term "Union Officers" shall refer to the Union's duly elected President, Vice-President, and Secretary/Treasurer.

Section 1.5. Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.6. Seniority. Seniority for the purpose of this Agreement shall be defined as an employee's length of continuous full time service with the District since the employee's

last date of hire. Seniority shall not include periods of unpaid leave time in excess of 30 days nor shall it include any time spent as a volunteer or paid-on-call firefighter. Conflicts in seniority between two or more employees otherwise having the same seniority shall be determined on the basis of the employees order on the Board of Fire Commissioners hiring list, with the employee higher on the list being the more senior.

Seniority for all purposes and the employee relationship shall be terminated if the employee:

- (a) quits;
- (b) is discharged for just cause;
- (c) retires or is retired;
- (d) fails to return to work at the end of an approved leave of absence except for good cause shown;
- (e) fails to return from layoff within 14 calendar days from the date of recall; or
- (f) is laid off or otherwise does not perform work as a firefighter for the District (except for absences due to on-the-job injuries compensated under Workers' Compensation or military service) for a period in excess of 30 months.

ARTICLE II UNION SECURITY AND RIGHTS

Section 2.1. Dues Checkoff. While this Agreement is in effect, the District will deduct from each employee's paycheck a sum equal to the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the District a voluntary, effective written checkoff authorization.

A Union member desiring to revoke the dues checkoff may do so by written notice to the District at any time during the 30 day period prior to the contract's annual anniversary date, in each year during the life of the contract.

The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each employee in order to ease the District's burden of administering this provision.

If the employee has no earnings due at the time of any checkoff, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount, which will be considered the regular monthly fees once each year during the life of this Agreement. The Union will give the District 30-days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Fair Share Deduction. The District agrees that employees are required to pay a Union service fee as a condition of employment after having been employed for 90 days for the purpose of negotiating and administering the provisions of this Agreement. In the event that an employee does not voluntarily sign a written dues check off authorization, the District, after being requested to do so in writing by the Union, shall make an involuntary

deduction from the employee's pay proportionate to the employee's share of the service charge to negotiate and administer this Agreement in an amount that does not exceed 100 percent of the Union dues.

If a non-member employee challenges the amount of the fair share deduction, the Union agrees to provide information required under law and to provide a mechanism for challenging the amount of the fair share deduction, which meets all requirements of the law.

Section 2.3. Religious Exemption. Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a nonreligious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 2.4. Union Indemnification. The Union shall indemnify, defend and save the District harmless against any and all claim, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the District in complying with the provisions of this Article. If the improper deduction is made, the Union shall refund directly to the employee any such amount.

Section 2.5. Union Use of Bulletin Boards. The District will make available space on a bulletin board for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

ARTICLE III LABOR-MANAGEMENT MEETINGS

Section 3.1. Meeting Request. The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Union representatives and responsible Employer administrative representatives. Such meetings may be requested by either party at least 7 days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings, times and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees; and
- (d) safety issues.

Section 3.2. Content. It is expressly understood and agreed that such meetings shall

be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered as "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3.3. Attendance. Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, 2 persons from each side shall attend these meetings, schedules permitting. Attendance at such meetings shall not interfere with required duty time, and attendance, if during duty time, is permitted only upon prior approval of the employee's supervisor and the Chief.

ARTICLE IV MANAGEMENT RIGHTS

Section 4.1. Management Rights. Except as specifically limited by the express provisions of this Agreement, the District retains all traditional rights to manage and direct the affairs of the District in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the District; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to limit secondary employment; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; standard operating procedures, guidelines, rules and regulations of the Board of Fire Commissioners; to evaluate employees; to establish performance standards; to discipline, suspend and discharge non-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the District in the event of civil emergency, it is the sole discretion of the District to determine that civil emergency conditions exist which may include, but not be limited to, riots, fires, civil disorders, tornado conditions, floods or other catastrophes; and to carry out the mission of the District provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 4.2. Management Action. Whenever the Fire Chief has any power or right under this Agreement, that power or right may be exercised by the Deputy Chief or may be exercised by any person designated by either of them.

Section 4.3. Subcontracting. The District will not subcontract work of employees covered by this Agreement where such subcontract will result in the layoff of one or more bargaining unit personnel. The District may increase the number of contracted paramedics/firefighters in the event that the number of stations increases, but in no event shall the number of contracted paramedics/firefighters exceed the number of District employees at any new station.

Section 4.4. Substance Abuse Testing. Labor and management will maintain an agreed upon drug and alcohol testing policy and procedure.

**ARTICLE V
RESERVED**

**ARTICLE VI
HOURS OF WORK AND OVERTIME**

Section 6.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 6.2. Work Period and Shift Schedule. For purposes of overtime payment under the FLSA, the normal work period for shift employees shall consist of a 27-day cycle; a shift schedule normally consists of an employee working 24 hours on-duty followed by 48 hours off-duty. For designated 40-hour employees, the work period is defined as a seven-day cycle with the hours of work assigned by the Chief. For probationary employees, the District may establish a different work period and shift schedule.

Section 6.3. Changes in Work Schedule. The shifts, workday and hours to which employees are assigned shall be stated on the Departmental work schedule. Should it be necessary in the interest of efficient operations to establish different shift assignments, the District will give at least 72-hour notice, where practicable, of such change to the individuals affected by such change.

Section 6.4. Overtime Pay. Pursuant to FLSA, all hours worked in excess of 204 hours (for 27 day cycle shifts), and 40 hours (for 7 day cycle shifts), will be paid at time and one-half the regular pay rate. During a normal year, a 27-day cycle employee is scheduled for 2708 hours of work at regular rate of pay and a seven-day cycle employee is scheduled for 2080 hours of work at regular rate of pay. Eligible hours of work will be paid at overtime rates regardless of exceeding the applicable FLSA minimum threshold.

Section 6.5. Paid On Call Response. When an off-duty employee voluntarily responds to a call for manpower, that employee shall be credited with actual time worked to the next 15 minutes, but not less than one hour. The minimum of one hour shall not apply to time immediately before or after an employees scheduled shift.

Section 6.6 Compensatory Time. The district will grant compensatory time off in lieu of overtime payment at a time and one-half rate when the following conditions have been met.

- The employee must designate his overtime shift as compensatory time prior to working the overtime shift. All hours worked must be established as either overtime pay or compensatory time prior to the shift and cannot be split for that specific overtime assignment unless approved by the Fire Chief.

- Compensatory time must be scheduled during a time that the employee will not be the third member off duty on that shift due to two other members utilizing a vacation or Kelly day during that time.
- Compensatory time must be scheduled for a minimum 8 hours initially, and increasing by 4 hour increments up to a full 24-hour shift.
- Compensatory time must be scheduled after vacation and floating Kelly picks have been completed, and also two shifts prior to the shift it is being applied.

Once compensatory time has been approved no member will be able to move a vacation or Kelly day to that time if they will be the third member off shift due to a vacation or Kelly day. Compensatory time must be used during the same fiscal year it was earned. Any unused compensatory time banked by the end of the fiscal year will be paid out as straight time to the employee on the last pay period of the fiscal year. Compensatory time accrued may be paid at any time by the request of the employee to the Fire Chief. Compensatory time should not be unreasonably denied by the fire chief when the conditions have been met.

Section 6.7. Court Time. Employees who would otherwise be off-duty shall be credited with "hours worked" for all hours spent appearing in court on behalf of the District or in a matter arising out of their employment. Employees will not be paid for court time in litigation, which they or the Union initiated, or in which the District is the plaintiff and an employee is a defendant.

Section 6.8. Required Overtime. The District shall have the right to require overtime work and employees may not refuse overtime assignments.

Section 6.9. Overtime Assignment. Overtime shall be assigned using the policy and procedures agreed to by the District and the Union. The overtime assignment policy and procedures may be modified at any time by mutual agreement of the parties.

Section 6.10 Work Reduction Days. The District shall provide each employee regularly scheduled to work 24-hour shifts with every 18th shift off (without loss of pay) as a work reduction day. Employees shall receive 12 hours off at the end of one 27-day cycle and another 12 hours off at the beginning of the next 27-day cycle to equal one 24-hour shift off. Except as provided below, the Chief or his designee schedules all work reduction days in advance.

Additionally, employees shall receive two floating work reduction days in each fiscal year, which will be scheduled by the employees after the vacation list selection process has been completed. Floating work reduction days will be picked by seniority. When there are no available days remaining to be taken, shifts will be allowed to schedule a third person off, however, employees are not allowed to schedule a third person off on contractual holidays, Christmas Eve and New Year's Eve.

Employees hired between January 1st and June 30th will receive two floating work reduction days and employees hired between July 1st and November 1st will receive one work reduction day in that calendar year.

Employees may trade their assigned work reduction days, after receiving the approval of their respective Battalion Chief or acting Battalion Chief, with employees on the same shift through a switch agreement. Switch agreement approvals are subject to the same rules and procedures established for "switch days" except Work Reduction Days must be traded in 24-

hour shift segments. If switched, the Work Reduction Day will be considered that of the person originally scheduled to have the day off. Once a Work Reduction Day is changed, the Deputy Chief must authorize any further changes for that Work Reduction Day. Employees may also switch either assigned work reduction days or floating work reduction days to open days (1 shift employee or less scheduled off) on their assigned shift. Any work reduction day that is voluntarily switched by an employee out of their assigned cycle will be treated as a switch day and will not cause overtime to be paid to the employee.

Section 6.11. No Pyramiding. Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 6.12. Forty-Hour Employees. Employees who are scheduled to work forty hours per week are not entitled to work reduction days. All benefits for such employees, such as vacation and sick days, shall be used on the basis of 8-hour days. Employees scheduled to work 40 hours per week are entitled to one personal day and one floating holiday each calendar year.

Section 6.13. Temporary Forty-Hour Employees. Employees who are temporarily scheduled to work 40 hours per week are not entitled to a personal day except if working such schedule for more than six months. In such event the employee shall be entitled to two personal days every 12 months.

ARTICLE VII GRIEVANCE

Section 7.1. Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee or the Union against the District involving an alleged violation or misapplication of an express provision of this Agreement except that any dispute or difference of opinion concerning the imposition of discipline which is subject to the Board of Fire Commissioners’ jurisdiction or that any dispute or difference of opinion concerning the imposition of discipline to a probationary employee shall not be considered a grievance under this Agreement.

Section 7.2. Procedure. A grievance filed against the District shall be processed in the following manner:

Step 1: An employee or Union Representative who has a grievance shall present the grievance in writing to the Battalion Chief (or the Deputy Chief in the Battalion Chief’s prolonged absence), specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of facts, the provision or provisions of this Agreement, which are alleged to have been violated, and the relief requested. The grievance must be presented no later than 15 calendar days after the occurrence of the event giving rise to the grievance. The Battalion Chief shall render a written response to the grievant within 5 calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Fire Chief within 10 calendar days after receipt of the

District's answer in Step 1. Thereafter, the Fire Chief shall meet with the grievant, the Steward involved and an outside, non-employee Union representative if desired by the employee within 10 calendar days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Fire Chief shall submit a written answer to the Union within 10 calendar days following the meeting.

Step 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Board of Trustees within 10 calendar days after receipt of the District's answer in Step 2. Thereafter, the Board of Trustees shall meet with the grievant, the Steward involved and an outside, non-employee representative of the Union if desired by the employee within 10 calendar days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Board of Trustees shall submit a written answer to the Union within 10 calendar days following the meeting.

Section 7.3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within 20 calendar days of receipt of the District's written answer as provided to the Union at Step 3:

- (a) The parties shall attempt to agree upon an arbitrator within 10 calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said 10-day period, the grievant shall request the American Arbitration Association to submit a panel of 5 arbitrators. 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 2 names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and District representatives.
- (c) 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.
- (d) The arbitrator shall submit his decision in writing 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The arbitrator's fees and expenses and the cost of a written transcript, if any, shall be divided equally between the District and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4. 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 questions 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 laws, or of rules and regulations of federal and state administrative agencies 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 federal and state law. Any decision or award of the arbitrator rendered within the limitations of this Section 7.4 shall be final and binding upon the District, the Union and the employees covered by this Agreement.

Section 7.5. Time Limit For Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within 15 calendar days after the occurrence of the event giving rise to the grievance or within 15 calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the event's occurrence giving rise to the grievance.

Unless otherwise agreed in writing, a grievance not presented by the employee or the Union within the time limits set forth above, shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the District's last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 7.6. Time Off. The grievant and one Union representative, or a Union representative if a Union grievance, shall be given paid time off to participate in the Step 2, Step 3, or arbitration meetings if the meetings are conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

ARTICLE VIII NO STRIKE-NO LOCKOUT

Section 8.1. No Strike. Neither the Union nor any of its officers, agents or employees will instigate, promote, sponsor, engage in any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of District operations, regardless of the reason for so doing. Any or all employees who violate any of this Article's provisions may be discharged or otherwise disciplined by the District.

Each employee who holds the Union position of officer or steward occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Article's Section, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 8.2. 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.

Section 8.3. Penalty. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 8.4. Judicial Restraint. Nothing contained herein shall preclude the District or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE IX HOLIDAYS

Section 9.1. Holidays. The following are holidays for eligible employees:

| | |
|----------------|------------------------|
| New Year's Day | Labor Day |
| Easter | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| July 4 | Christmas Day |

Section 9.2. Holiday Pay. Each employee working the 24/48 shift schedule, whether working a holiday or not, shall be credited with 10 hours of straight time pay during the month of the holiday to be paid in the last pay period in November. Forty hour personnel will receive these holidays off with pay. For District observed holidays that fall on a 40-hour employee's unscheduled workday, the Chief will assign the employee another day off. Holiday pay shall be paid at the employee's hourly rate during the current pay period of the annual holiday payment.

Section 9.3. Accumulation. Holiday pay shall not be earned or accumulated during any layoff period or during any leave of absence (except for an on-duty injury). An employee shall forfeit 1/8 of holiday pay for each 1/8 of 2708 hours not worked by reason of layoff or leave of absence (except for an on-duty injury) during the applicable calendar year.

ARTICLE X LAYOFF AND RECALL

Section 10.1. Layoff. The District, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in 70 ILCS 705/16.13a. Before a layoff occurs, the District will meet and discuss the matter with the Union.

Section 10.2. Recall. If any positions, which have been vacated because of reduction in forces, displacement, or abolition of position, are reinstated, such reinstatement shall be made as provided in 70 ILCS 705/16.13a.

ARTICLE XI VACATIONS

Section 11.1. Eligibility and Allowances. All employees shall be eligible for paid vacation as follows:

| Year of Service | Shift Days |
|------------------------|-------------------------|
| 1st | 1 day every four months |
| 2nd | 3 days |
| 3rd through 5th | 6 days |
| 6th through 7th | 7 days |
| 8th through 10th | 8 days |
| 11th through 12th | 10 days |
| 13th through 15th | 11 days |
| 16th through 18th | 12 days |
| 19th or more | 14 days |

“Year of Service” for vacation purposes for employees hired prior to January 1, 2016 shall be calculated using the employees hire date and adding six months of service.

“Year of Service” for vacation purposes for employees hired after January 1, 2016 shall be calculated by considering the actual hire date.

Employees hired during the period of January 1st through June 30th of any year shall be considered in his second year of service on January 1st following his date of employment and adding an additional year for each January 1st thereafter.

Employees hired during the period of July 1st through December 31st of any year shall be considered in his second year of service on the second January 1st following his date of employment.

All vacation days must be taken before the commencement of the next fiscal year unless the Fire Chief approves the exception to this rule in writing.

Section 11.2. Vacation Pay. The vacation pay rate shall be the employee’s regular straight-time pay rate in effect for the employee’s regular job classification.

Section 11.3. Scheduling and Accrual. Employees shall be awarded vacation time by the District in accordance with District service needs and, if possible, the employee’s desires. All vacation days must be taken within 1 year from the date they are accrued, unless the Fire Chief approves an exception to this rule in writing. The vacation schedule for Union employees shall be picked yearly with vacation preferences determined by seniority with each shift picking its vacation. The most senior employee shall select one vacation preference of continuous days (not to exceed 2 calendar weeks) and shall then rotate to the bottom of the list. All Union employees working a 24/48-hour shift are limited to 2 weeks’ vacation during the months of June, July, August and September on the initial round of vacation picks. No employee may schedule more than 3 consecutive weeks of vacation without the Chief’s prior written approval.

Section 11.4. Accumulation. Vacation credit shall not be earned during any layoff period or during any leave of absence (except for an on-duty injury of up to 12 months). For example, if an employee is earning vacation at the rate of 5 days per year, the employee shall not earn one vacation day for each 1/5 of 2,708 hours of scheduled duty not worked because of layoff or leave of absence.

Section 11.5. District Emergency. In case of an emergency the Fire Chief may cancel and reschedule any or all approved vacation leaves in advance of their being taken, or recall back any employee from vacation in progress as long as the employee is in the State of

Illinois and does not suffer any penalty or the loss of deposit on transportation or lodging.

ARTICLE XII SICK LEAVE

Section 12.1. Purpose. Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest on behalf of the employee or fellow employees for them to work while sick.

Section 12.2. Allowance. Sick leave may be used for sickness or disability, or for caring for an ill or injured individual living with the employee and who is in the employee's immediate family (defined as the employee's legal spouse, parents and children).

Section 12.3. Sick Days Earned/ Accumulation. Sick leave shall accrue on a monthly basis at the rate of one 12-hour day per month of completed employment. Sick leave shall not be earned or accumulated during any layoff period, or during any leave of absence, or in any month where a shift employee is absent 5 or more shifts, or a 40-hour employee is absent 11 or more workdays. This shall not apply to employees on leave for an on-duty injury of up to 12 months.

Section 12.4. Notification. Notification of absence due to sickness shall be given to the District as soon as possible on the first day of such absence and every day thereafter (unless this requirement is modified or waived by the Chief), but no later than 1 hour before the start of the employee's work shift unless it is shown that such notification is not reasonably possible. Failure to properly report an illness may be considered as absence without leave and shall be unpaid, and may subject the employee to discipline as well.

Section 12.5. Medical Examination. Prior to an employee's returning to work after missing 2 consecutive working days, the District may require a written certification from his physician indicating the nature of the illness and containing a statement that the employee has been examined and is physically able to return to work. The District may require, at its expense, that the employee undergo additional medical examinations.

Section 12.6. Sick Leave abuse. Abuse of sick leave is a serious matter, which may subject an employee to discipline. The Union shall join the District in making an effort to correct the abuse of sick leave wherever and whenever it may occur. The District may require a medical examination whenever it suspects abuse of sick leave.

If an employee uses more than 2 days of sick leave in the 2 months prior to his termination of employment, the District may require the employee to present a written statement from a physician concerning the sickness. The District may deny paid sick leave benefits in such event if it deems there to be an abuse of sick leave.

Section 12.7. Sick Leave Utilization. Initial sick leave shall be used in no less than 8-hour increments and additional use may be taken in subsequent 4-hour blocks after the initial 8 hours of leave.

Section 12.8. Outside Employment Injury. An employee shall not be eligible to use sick leave for an illness or disability incurred in conjunction with outside employment.

Section 12.9. Retirement Insurance Benefits.

A. For Employees hired prior to July 1, 2003.

Upon retirement, an employee with at least 20 years of full time service shall be eligible to earn paid medical insurance for the employee between the ages of 50 and the employee becoming eligible for Medicare based upon the District paying 5% of the employee medical insurance premium for each 10.8 8-hour days (i.e.: for each 86.4 hours) of accumulated sick leave.

Upon retirement, an employee with at least 20 years of full time service shall be eligible to earn paid medical insurance for the employee's spouse, between the ages of 50 and the spouse becoming eligible for Medicare, based upon the District paying 8.335% of the employee's spouse's medical insurance premium for each 10.8 8-hour days (i.e.: for each 86.4 hours) of accumulated sick leave in excess of 216 days (1728 hours) upon the employee's retirement.

The retiree's option of District paid medical insurance is a one-time option, which must be exercised in writing by the employee no later than 10 days after retirement. The employee must agree to have the employee portion of the medical insurance premium, if any, automatically deducted from his pension check. See Section "C" General Provisions.

If an employee does not pay his portion of the employee insurance, his benefit for continued coverage at the District's expense shall be terminated. If an employee does not pay his portion of the spouse insurance, then the spouse benefit for continued coverage at the District's expense shall be terminated.

As an alternative, qualified retiring employees shall have the option of receiving one day's pay for every 4 accumulated sick days at the rate of pay upon retirement in lieu of the above-referenced retirement insurance benefits.

B. For Employees hired after July 1, 2003.

Upon retirement, an employee with at least 20 years of full time service shall be eligible to earn paid medical insurance for the employee between the ages of 50 and the employee's becoming eligible for Medicare based upon the District paying 5% of the employee medical insurance premium for each 14 8-hour days (112 hours) of accumulated sick leave.

Upon retirement, an employee with at least 20 years of full time service shall be eligible to earn paid medical insurance for the employee's spouse, between the ages of 50 and the spouse becoming eligible for Medicare, based upon the District paying 8.335% of the employee's spouse's medical insurance premium for each 14 8-hour days (112 hours) of accumulated sick leave in excess of 280 days (2240 hours) upon the employee's retirement.

The retiree's option of District paid medical insurance is a one-time option, which must be exercised in writing by the employee no later than 10 days after retirement. The employee must agree to have the employee portion of the medical insurance premium, if any, automatically deducted from his pension check. See Section "C" General Provisions.

If an employee does not pay his portion of the employee insurance, then his benefit for continued coverage at the District's expense shall be terminated. If an employee does not pay his portion of the spouse insurance, then the spouse benefit for continued coverage at the

District's expense shall be terminated.

As an alternative, qualified retiring employees shall have the option of receiving one day's pay for every 4 accumulated sick days at the rate of pay upon retirement in lieu of the above-referenced retirement insurance benefits.

C. General Provisions

1. A plan qualified employee retiring before reaching the age of 50 may elect to pay his entire health premium until such time as he reaches age 50 and his accrued benefits commence. To exercise this option, employees must elect to remain in the District's health plan at retirement. (They can't leave the plan and come back in at age 50.)
2. Upon retirement, a plan qualified employee's spouse becomes eligible for stated benefits at age 50 regardless of the retiring employees age. The employee may pay the spouses health premium portion until such time as the spouse reaches age 50 and accrued benefits commence. To exercise this option, employees must elect to remain in the District's health plan at retirement.
3. Upon retirement, a plan qualified employee, at their own expense, may continue coverage for children qualified by the insurance company.
4. Spouse benefits continue as specified in the plan even if the retired employee attains Medicare age first or upon the retired employees death. Upon an employees death, spousal benefits are payable at an amount similar to when the retired employee was alive.
5. The District offers plan qualified retired employees the opportunity to remain on its health insurance plan at their own expense following the expiration of their District health/retirement benefits.

Section 12.10. Personal Day. Employees may use 8-hours of sick time for a personal day each contract year provided the employee has sufficient accrued sick leave to cover the personal leave to be taken. Personal leave shall be deducted from accumulated sick leave. Personal leave may be taken in no less than 8 hour increments. Unused personal leave is non-compensable and does not accrue from year to year. Personal days may not be scheduled on holidays. Personal leave must be scheduled 7 calendar days in advance if possible. Only one employee will be allowed off on personal leave at any given time.

Section 12.11. Emergency Leave. Employees shall be entitled to 16 hours of emergency leave each contract year for the purpose of attending to personal emergencies which cannot be handled during non-working time where the employee has sufficient accrued sick leave to cover the emergency time to be taken. Emergency leave shall be deducted from accumulated sick leave. Emergency leave may be taken in no less than 4 hour increments. Unused emergency leave is non-compensable and does not accrue from year to year. The shift commander shall grant emergency leave provided the nature of the situation constitutes a true emergency. Such leaves for bona-fide emergencies shall not be unreasonably denied.

ARTICLE XIII ADDITIONAL LEAVES OF ABSENCE

Section 13.1. Discretionary Leaves. The District may grant a leave of absence under this Article to any Union employee where the District determines there is good and sufficient reason. The District shall set leave terms and conditions, including whether or not the leave is to be with pay.

Section 13.2. Application for Leave. The employee shall submit to the Fire Chief any request for a leave of absence in writing as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization of leave of absence shall, if granted, be furnished to the employee in writing.

Section 13.3. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 13.4. Jury Duty Leave. Employees covered by this Agreement who are required to serve on a jury on a day that they are scheduled to work shall sign their jury duty checks over to the District for all jury days after the first five days. The District shall compensate such employees, at their regular rate of pay, for days spent on jury duty that the employee was scheduled to work. Each day an employee serving on jury duty shall be excused from work not more than 3 hours before the start of jury duty and shall report for work not more than 3 hours after being excused from jury duty.

Section 13.5. Bereavement Leave. In the event of the death of the employee's legal spouse, children, step-children, adopted children, or foster children a shift employee shall be granted four paid workdays off. In the event of the death of the employee's parents, step parents, siblings, grandparents, grandchildren, or spouse's parent, a shift employee shall be granted two paid workdays off if the employee attends the funeral. In the event of death of the employee's aunt, uncle, or brother/sister in law, or spouse's aunt or uncle, a shift employee shall be granted one paid workday off if the employee attends the funeral. An employee shall provide satisfactory evidence of eligibility for this benefit if reasonably requested by the District.

Section 13.6. Leave for Illness or Injury. In the event an employee is unable to work by reason of on-duty injury (including those compensable under workers' compensation), the District shall grant a leave of absence during which time the employee shall accrue seniority. In the event that an employee is unable to work by reason of an off-duty injury or illness, the District may grant a leave of absence for not more than six months.

Before returning to work, the employee shall furnish a medical report from his doctor to the effect that the employee can perform the duties of his position. The District may require, at its expense, that the employee undergo additional medical examinations.

Section 13.7. Benefits While on Unpaid Leave. Unless otherwise stated in this Article or otherwise required by law, seniority and any right or privilege for which seniority is a factor shall not accrue for an employee who is on an approved non-pay leave status.

Accumulated seniority shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status.

Upon return, the District will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification and if the employee does not have enough seniority to bump the employee currently occupying the position. If an employee returns after one year from a leave as a result of an off-duty injury or illness, the employee shall not be permitted to bump another employee, but will have priority for the first opening available during the next 12 months for which he is qualified. If the employee does not return from layoff sooner than 12 months from expiration of the leave, the employee shall be terminated.

If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

During any unpaid leave of absence of more than 30 calendar days or layoff under this Agreement, all fringe benefits will cease, except that the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plans, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the District.

Section 13.8. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees shall not engage in employment elsewhere or self-employment (whether or not compensated) during any leave of absence, including sick leave. Employees receiving continuing compensation under the provisions of 5 ILCS 345/1, shall not be employed in any manner with or without compensation while receiving such benefits. Violation of this section shall result in discharge.

Section 13.9. Light Duty. The District may provide light-duty employment for any employee injured on duty that can perform some work but is not capable of performing all of the duties of his job. The light-duty employment may not necessarily include duties ordinarily performed by the employee, but the employee shall be qualified to perform the light duties and the light-duty employment shall not violate the provisions of any other part of the collective bargaining agreement. The District is under no obligation to provide light duty for any type of disability or leave.

Section 13.10. Maternity Leave. A female employee unable to work for pregnancy-related reasons is entitled to disability benefits or sick leave on the same basis as employees unable to work for other medical reasons.

Section 13.11. Family Leave. Family leave shall be provided to eligible employees under the requirements of the Family Medical Leave Act of 1993.

**ARTICLE XIV
COMPENSATION**

Section 14.1. Wages. The minimum regular straight-time salary rates to be paid during the term of this Agreement for all scheduled work not to exceed 2,708 hours in a year are:

| | | | |
|---------------------------|-----------------|-----------------|-----------------|
| <u>LIEUTENANTS</u> | <u>1/1/2020</u> | <u>1/1/2021</u> | <u>1/1/2022</u> |
| | \$106,606 | \$109,271 | \$112,003 |

FIREFIGHTERS
Year of Service

| | | | |
|---|-----------------|-----------------|-----------------|
| | <u>1/1/2020</u> | <u>1/1/2021</u> | <u>1/1/2022</u> |
| 1 | \$61,222 | \$62,753 | \$64,322 |
| 2 | \$66,439 | \$68,100 | \$69,803 |
| 3 | \$71,573 | \$73,362 | \$75,196 |
| 4 | \$76,747 | \$78,666 | \$80,633 |
| 5 | \$83,642 | \$85,733 | \$87,876 |
| 6 | \$94,029 | \$96,380 | \$98,790 |

“Year of Service” shall be determined by using the employee’s actual date of hire so that an employee is in the second year of service after having been employed for one full year.

Section 14.2. Specialization Pay. Employees licensed as Paramedics by the State of Illinois and active in the Good Samaritan EMS System shall receive a stipend of \$4050. Employees shall be required to maintain their Paramedic license and standing in the GSEMSS. If an employee misses paramedic specialized training provided on-duty, the employee must make up the training on his/her own time.

Employees serving on the TRT team and/or the Hazardous Materials Team shall receive annual specialization pay:

| Technical Rescue Team | |
|---|-----|
| Team member | 400 |
| Complete all 5 operations classes with pre requisites | 400 |
| Complete all 5 Tech level classes with pre requisites | 700 |
| Completion of ten years team membership | 200 |
| Completion of twenty years team, membership (total) | 500 |

| Haz Mat Team | |
|--|-----|
| Team member | 400 |
| *Complete all available OSFM classes | 200 |
| Completion of ten years team membership | 200 |
| Completion of twenty years team membership (total) | 500 |

*Defined as completion of Hazardous Materials: 1st Responder Operations, Incident Command, Technician A and Technician B (or successor classes as adopted by OSFM).

| | |
|--|-----|
| Investigator Team | |
| Team member | 400 |
| *Complete all available OSFM classes | 200 |
| Completion of ten years team membership | 200 |
| Completion of twenty years team membership (total) | 500 |

*Defined as Certified Fire Investigator or Arson Investigator by the OSFM. Members must meet re-certification requirements by OSFM.

Employees receiving specialization stipends must maintain their required certifications and the minimum training requirements as defined by the MABAS Division 10 Hazardous Materials, Technical Rescue or Investigation Teams. If there are no requirements set forth by the MABAS team, members must attend fifty (50 %) percent of the training sessions. Employees that fail to maintain the minimum training requirements shall forfeit their respective stipends until such time that they are back in good standing with team(s). No employee shall be removed from the Hazardous Materials, Technical Rescue or Investigation Teams without the reason being given to him/her in writing.

Section 14.3. Acting Rank Pay. If an employee acts in a higher rank for a period of at least 4 hours on a shift day, that employee will receive premium hourly pay equal to 15% of the top firefighter straight time hourly rate for all hours worked during the period of time acting therein. Any employee on an approved list established by the Fire Chief shall be eligible for assignment in an acting rank. Any employee who requests and is not placed on or is removed from the list of eligible acting officers must be provided written notice and cause. Acting rank assignments shall be rotated on a reasonably equal basis depending upon shift assignment.

Section 14.4 Educational Incentive Pay. Employees will receive yearly stipend(s) based upon the successful completion of the Certification or Degree programs listed below. The employee must possess the Illinois OSFM Firefighter III or Firefighter Advanced certification in order to qualify for any additional educational stipend. The employee shall in no case receive more than \$1000 annually in educational incentive pay.

To qualify for the Associates or Bachelor's degree incentive pay, the employee must present a diploma to the Chief from an accredited college or university. The incentive will be calculated into the employee's hourly wages.

Educational Incentives:

Illinois State Certified Firefighter III or Firefighter Advanced - \$250

Illinois State Fire Officer I or Fire Officer - \$250

Illinois Fire Officer II or Fire Officer Advanced - \$250

Associate's Degree - \$500

Bachelor's Degree - \$750

Section 14.5 Longevity. Sworn employees shall be paid the following amounts which shall be considered part of the base salary for all purposes: Sworn employees who qualify for a pension in accordance with 40ILCS 5/4-109(a) with more than Fifteen (15) years of actual service with the District (buyback or portability time is not applicable) will receive 1% of base pay added to their annual salary. Employees will receive an additional 1% of base pay added to their salary per year of service for a maximum of 10%. This longevity pay will be attached to salary until the employee separates employment. Sworn member's salaries are set forth in Section 14.1 of this agreement.

Sworn employees who qualify for a pension in accordance with 40ILCS 5/4-109(c) having at least five of service are eligible to receive a matching contribution each paycheck to a District sponsored deferred compensation plan in an amount of up to \$2000 annually. The maximum limit will increase to \$3000 for sworn employees having at least ten and \$3500 for sworn members with at least fifteen years of service. All matching amounts will be the determined by the years of service at the start of each year.

"Years of service" for the deferred compensation plan shall be calculated by years of service plus one year if hire date is before September 1st

ARTICLE XV UNIFORMS

The parties agree to abide by the uniform system as set forth in Appendix A to this Agreement.

ARTICLE XVI INSURANCE

Section 16.1. Coverage and Cost. The District agrees to maintain the current Hospitalization and Medical Insurance coverage and benefit in substantially the same manner and level. The District shall pay 100% of the single premium costs. Each employee with dependent coverage will pay 15% of the difference between single coverage and the dependent coverage that the employee has elected to take, with the District paying the remaining portion of the premium costs.

Section 16.2. Cost Containment. The District reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause and mandatory out-patient elective surgery for certain designated surgical procedures.

In the event the anticipated cost of insurance, including any taxes or fees assessed the District, increases more than 15% in any given year, the District and Union agree to meet and review possible cost containment solutions. In the event no solution is agreed upon within 30 days prior to the new plan year, the District and employee shall pay equal portions of the

amount in excess of the 15% increase, deducted from each paycheck.

Section 16.3. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO and self-insurance 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 there under 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 to 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 or any other Agreement. 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, employee or beneficiary of any employee, and nothing in this Section shall relieve the District of its obligation to provide coverage as specified in this Article.

Section 16.4. Life Insurance. The District shall maintain and pay for term life insurance in the amount of the base salary for each employee adjusted annually.

Section 16.5. IRS Code Section 125 Plan. The District's plan will remain in effect so long as it continues to be permitted by the Internal Revenue Service.

ARTICLE XVII MISCELLANEOUS BENEFITS

Section 17.1. Bill of Rights. Nothing in this Agreement shall be construed to make inapplicable any rights granted employees in respect to disciplinary investigations and actions (Firemen's Disciplinary Act, 50 ILCS 745/1, et seq.) but such rights shall not be deemed incorporated by reference into this Agreement and are not subject to the grievance process.

Section 17.2. Union Representatives Access. Authorized representatives of the National or State Union shall be permitted to visit the Department at reasonable times and to a reasonable extent during work hours for the purpose of discussing with individual employees matters covered by this Agreement; provided, such visits and discussions shall not disrupt department work or require additional work time by employees and provided further that the Chief or his designee shall be advised in advance of all proposed such visits, and may disallow same if contrary to the foregoing restrictions or otherwise unreasonable.

Section 17.3. Extraordinary Disease Exposure Inoculations. The District shall provide, or in the event that it does not provide then it shall pay for, immunization or inoculation shots for hepatitis B on an annual basis or as often as medically required.

Section 17.4. File Inspection. Each employee shall be permitted to inspect his personnel file within 3 business days after a written request is made. The right of inspection does not apply to:

- (a) Letters of reference for that employee.

- (b) Any portion of a test document, except that the employee may see a cumulative total test score for either a section of or the entire test document or process.
- (c) Materials used by the employer for management planning, including but not limited to judgments, external peer review documents or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments or other comments or ratings used for the employer's planning purposes.
- (d) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
- (e) Records relevant to any other pending claim between the employer and employee that may be discovered in a judicial proceeding.
- (f) Investigatory or security records maintained by an employer to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the employer's property, operations, or business or could by the employee's activity cause the employer financial liability, unless and until the employer takes adverse personnel action based on information in such records.

The sole remedy for violation of this section is that such documents that should have been available for inspection, but were not, may not be used in any disciplinary hearing before the Board of Fire Commissioners against the employee unless available not less than 7 days prior to the disciplinary hearing.

Section 17.5. Disability Benefits. In the event that an employee suffers a disability because of an injury in the line of duty, the employee is advised of his rights under the Workers' Compensation Act (820 ILCS 305/1 et seq.) and under the Illinois Pension Code (40 ILCS 5/4-101, et seq.). In the event that an employee suffers a disability because of an injury not in the line of duty, the employee is advised of his rights under the Illinois Pension Code (40 ILCS 5/4-101, et seq.).

ARTICLE XVIII MAINTENANCE OF ECONOMIC BENEFITS

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the District shall notify the Union of its intention to change them. Upon such notification, and if requested by the Union, the District shall meet and discuss such change before it is finally implemented by the District. Any change made without such notice shall be considered temporary pending the completion of such meeting and discussions. If the Union becomes aware of such a change and has not received notification, the Union must notify the District as soon as possible and request discussions if such discussions are desired. The Union's failure to request discussions shall act as the Union's waiver of the right to such discussions.

ARTICLE XIX

IMPASSE RESOLUTION

Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended.

ARTICLE XX BOARD OF FIRE COMMISSIONERS

The parties recognize that the District's Board of Fire Commissioners has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations and to hire, promote and discipline employees. Nothing in this Agreement is intended in any way to replace or diminish the Board of Fire Commissioners' authority.

ARTICLE XXI OUTSIDE EMPLOYMENT

No District employee shall be employed in any other business, position or occupation that interferes in any way with his District position or the full and proper performance of his duties. Secondary employment shall be in accordance with District rules. Secondary employment must not (1) result in a conflict of interest or bring the District into disrepute, (2) result in outside work during an employee's shift, (3) involve the use of District equipment or supplies, or (4) infringe on the ability to do their job for the District.

ARTICLE XXII PROMOTIONS

Section 22.1. General. Promotions to the rank of Lieutenant and Captain shall be conducted in accordance with this Article and the provisions of the Fire Department Promotional Act, 50 ILCS 742/et seq. (hereinafter the "Act"). Except where modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act and the rules of the District's Board of Fire Commissioners. In the event of a discrepancy between the Act and the rules of the District, the Act shall prevail.

Section 22.2. Vacancies. This Article applies to promotions to vacancies in the rank of Lieutenant and Captain. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 22.3. Eligibility, Exam Components and Weights. Testing criteria for promotional exams for the Lieutenant and Captain rank shall be in accordance with "Appendix

C" to this Agreement. The parties waive any requirement to publish notice of an examination in a newspaper and specifically agree that posting a notice of a promotional examination on the District's bulletin boards in each station at least 90 days in advance of an examination process is sufficient notice. Notice shall include the time, date and location of the examinations, the deadline for applications, and the list of reading and study materials.

The parties also agree that the current president of the Pleasantview Fire District's Firefighter and Lieutenant union may request the use of monitors to the written exam and assessment center portions of the testing process.

Section 22.4. Scoring of Components. Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total maximum score of 100 points. Candidates shall then be ranked on the list in order based on the highest to the lowest points scored on all the components of the test. In the event of two or more candidates attaining the same score, departmental seniority shall prevail in their ranking on the list. Such ranking shall constitute the preliminary promotional list.

Applicants who are eligible for and elect to use their military preference credit must make a claim for the credit in writing to the Commission within ten (10) days after the posting of the preliminary promotion list or such claims shall be deemed waived. The Commission shall award veteran's preference points to those eligible veterans timely claiming the credit in accordance with 70ILCS705/16.08a. No person shall receive preference for a promotional appointment after receiving one promotion from an eligibility list on which he or she was allowed military preference points. Once all claimed preference points have been awarded, the Commission shall certify a final adjusted promotion list. Failure to receive a minimum total final score of 70 after all preference points have been awarded shall result in the candidate being found ineligible for promotion and shall not be placed on the final list. The final adjusted promotion list shall then be posted at Pleasantview Fire Protection District Station One and copies provided to the Union and all candidates.

Section 22.5. Right to Review. Any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to review of the matter by the appointing authority. Any disputes as to such matters may be resolved and remedied by filing a grievance as provided by Article VII of this Agreement with the exception that any grievance must be filed with the Board of Fire Commissioners within 10 days of the event giving rise to the grievance, or within 10 days from the date the employee exercising reasonable diligence should have been aware of the event giving rise to the grievance. The Commission will conduct the review at its next meeting and issue a final opinion on the matter within seven (7) days thereafter. If no request for review is filed, any legal challenge to any aspect of the promotional process must be filed within 35 days of the date of the event giving rise to the legal challenge in accordance with the Administrative Review Act. If a request for review is filed, any legal challenge to any aspect of the promotional process must be filed within 35 days of the date of the Commission's written decision regarding the request for review in accordance with the Administrative Review Act (50 ILCS 742/60).

Section 22.6. Order of selection. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability

or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank. The appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if they (the Pleasantview Fire Protection District Board of Fire Commissioners) have 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 ranking person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to resolution in accordance with the grievance procedure in Article VII of this Agreement.

Section 22.7. Maintenance of promotional lists. Final promotional lists shall be effective for a period of 3 years. The District's Board of Fire Commissioners shall work diligently towards establishing promotional eligibility lists so that promotional vacancies are filled not later than 180 days after the occurrence of a vacancy.

ARTICLE XXIII SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the Board, Agency or Court decision; and upon issuance of such a decision, the District and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIV ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. 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 the Agreement, it may be changed by the Employer as provided in the Management Rights Clause, Article IV. Before changing any past practice, which has an economic effect on employees, the District shall give notice of proposed change to the Union. The Union shall have 2 days from receipt of notice to file a demand for bargaining over the effect of the proposed change. The District is obligated to bargain over the effect of the change but not over the change itself. The District may implement the change 2 days after giving notice, whether or not the Union files a demand for bargaining over the effect. In the event that the District fails to give notice of a proposed change, then the only remedy shall be that the Union may demand bargaining over the effect at any time.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to

any subject or matter not removed by law or ordinance 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 were set forth in this Agreement. Therefore, the District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to, or covered in this Agreement, or with respect to the impact or effects upon employees of the District's exercise of its right under this Agreement, except as to the impact and effect of matters not contemplated or not foreseen by the District and the Union resulting from changes not within the control of either of them.

**ARTICLE XXV
TERMINATION**

This Agreement shall be effective as of January 1, 2020, and shall remain in full force and effect until 11:59 P.M. on the 31st day of December 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 70 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 60 days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least 10 days written notice to the other party of its desire to terminate this Agreement, provided such termination shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 10th day of December, 2019

PLEASANTVIEW FIRE PROTECTION
DISTRICT

ILLINOIS FIREFIGHTER'S UNION
SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL #73

President

President

Secretary

Secretary

Appendix A Clothing and Uniform

All surplus clothing will be returned to the District for re-issue or destruction, unless otherwise approved by the Deputy Chief. Personnel are required to maintain at least one complete change of station uniform, one Class A dress uniform and one Class B uniform at their normally assigned station. Garment bags are provided for proper storage.

UNIFORMS DEFINED:

CLASS A DRESS UNIFORM

White long sleeve button down shirt for officers and division heads, light blue for firefighters, with solid black tie, dress jacket and matching dress pants, department issued black belt, dress shoes that are highly polished and black socks. Proper display of badges, nametags, and collar insignias will be displayed on both the shirt and the dress jacket. The dress hat is white leather with a silver band for officers, black rosette with appropriate insignia displayed centered in front. Firefighters dress hats are navy blue with dress insignias worn centered directly on the front of the hat. If weather requires, the issued trench coat may be worn.

CLASS B UNIFORM

Dark blue embroidered button down shirts for officers and firefighters, short or long sleeve. A presentable pair of uniform trousers other than Class A trousers will be worn with a department issued black belt, shoes that are polished, and black socks. The District issued sweatshirt or jacket are the only acceptable outer garments that may be worn.

STATION UNIFORM

Embroidered button down shirts, polo shirts, tee-shirts shirts, or sweat shirts may be worn as the daily uniform shirt. Issued navy blue work pants or duty shorts, per District policy, will be worn as part the daily uniform. Shoes or boots will be District issue. Black or navy socks will be worn when the shoe design reveals the sock. Belts will be black. District issued winter hats or baseball style caps are permitted when needed. District issued jackets and sweat shirts are the only acceptable outer garments. Officers may require the use of polo shirts or embroidered shirts at certain times.

**INITIAL ISSUE
Personal Protective Clothing**

| | | |
|------------------------|-----------------------|------------------------------|
| 1-Helmet | 1-set of turnout gear | 1-pair of bunker boots |
| 1-SCBA face piece | 1-SCBA face piece bag | 1-glove pouch |
| 1-protective hood | 1-gear bag | 1-pair of wire cutters |
| 1-25' piece of webbing | 2-sets of gloves | 1-pair of extrication gloves |

Station Wear

| | | |
|---------------------------|---------------------------|---------------------|
| 3 - pair work pants | 1 - polo shirt | 3 - sweat shirts |
| 3 - pair socks | 4 - L/S tee shirts | 4 - S/S tee shirts |
| 1 - duty belt | 1 - pair work shoes/boots | 1 - ball style cap |
| 1 - knit hat | 1 - summer work shoes | 1 - Winter jacket |
| 1 - L/S Embroidered Shirt | 1 - S/S Embroidered Shirt | 1 - pair duty short |
| 2 - pair summer socks | | |

Dress Uniform

| | | |
|-----------------------|----------------------|---------------------|
| 1-pair of dress pants | 1-long sleeve shirt | 1-dress hat w/badge |
| 1-dress jacket | 1-short sleeve shirt | 2-badges |
| 1-pair dress shoes | 1-tie | 2-nametags |
| 1-trench coat | 1-Dress Style Belt | |

Other

| | | |
|-----------------------|-----------------------|---------------|
| 2-pair workout shorts | 2-pair workout sweats | 1-garment bag |
|-----------------------|-----------------------|---------------|

After Completing Probation

1-set of collar insignias

Uniform Maintenance

After the initial issue of clothing, uniforms will be replaced as needed based on wear. Replacement issues are limited to items that are worn or no longer fit. Issuing limits will be set at the discretion of the Deputy Chief or Fire Chief. In the event the clothing officer and the person have a difference of opinion on the wear of a garment the Battalion Chief and a union rep will be consulted for an additional opinion. Alterations after the initial fitting will be the responsibility of the employee unless they are requested through the clothing officer and a purchase order is approved.

All clothing worn and equipment used on duty will be issued by the District. Employees are responsible to assure that they have presentable uniforms available on each duty day and that they have presentable, well-fitting Class A dress and Class B Uniforms readily available at all times. Items needing replacement will be ordered by the employee in accordance with the District uniform replacement procedure.

**Appendix B
Minimum Criteria for Promotions**

Lieutenant

Eligibility to challenge Lieutenant Promotional exam. Any regular, non-probationary firefighter on the date that promotional applications are due will be allowed to challenge the exam.

Criteria for Promotion

1. Complete five years as a full-time Pleasantview Firefighter; or complete four or more years as a full-time Pleasantview Firefighter and be on the approved acting officer list.
2. Certified by OSFM as Firefighter III or Advanced Technician Firefighter.
3. Certified by OSFM as a Fire Officer I, Provisional Fire Officer I, Company Fire Officer or Provisional Company Fire Officer.
4. Certified as EMT-B or EMT-P.

Captain

Eligibility to challenge the Captain Promotional exam. Any current Lieutenant on the date that promotional applications are due shall be allowed to challenge the promotional exam.

Criteria for Promotion

1. Complete three years as a District Lieutenant; or complete eight years as a full time Pleasantview Firefighter including at least one year of experience as a sworn Lieutenant with the District.
2. Certified by OSFM as a Fire Officer II, Provisional Fire Officer II, Advanced Fire Officer or Provisional Advanced Fire Officer.
3. Certified as EMT-B or EMT- P.

| | LIEUTENANT | CAPTAIN |
|----------------------------|-------------------|----------------|
| Written examination | 50 | 40 |
| Assessment Center | 20 | 30 |
| Matrix Evaluation | 10 | 15 |
| Ascertained Merit | 10 | 5 |
| Seniority | 10 | 10 |
| Total | 100 | 100 |

Written examination – The written examination will be conducted after all other candidate testing and evaluations have been completed. This examination will be developed by an outside agency.

Assessment Center – The assessment center will be conducted by a professional outside agency. Exercise evaluations for Lieutenant will consist of oral interview questions on District policy, procedures, administrative and emergency operations, tactics and strategy and mutual aid procedures. Specific assessments may be Group Problem Solving, a Writing Exercise, Employee Interview Simulation and/or a Tactical Exercise.

Exercise evaluations for Captain will consist of oral interview questions on District policy, procedures, administrative and emergency operations, tactics and strategy and mutual aid procedures. Specific assessments may be Leaderless Group Problem Solving, a Writing Exercise, Fact Finding and Decision Making and/or a Tactical Exercise.

Matrix Evaluation – A score is assessed using a “forced matrix” evaluation. The forced matrix evaluation is conducted by all fire officers above the candidate’s current rank and measures three areas: Emergency Performance, Teamwork and Leadership. For Lieutenant, Emergency Performance is worth (3.4) points, Teamwork (3.3) and Leadership (3.3). Each evaluation component is worth a total of five (5) points for captain.

Ascertained Merit – Ascertained merit points are assessed according to Appendix C.

Seniority – Lieutenant and Captain candidates will be awarded .04166 points for each month of continuous full-time employment, up to a total of 20 years. Seniority time will be awarded up to the last date promotion applications will be accepted as posted by the Board of Commissioners.

**Appendix C
Ascertained Merit**

**Ascertained Merit – Lieutenant
(weighted to 10 points)**

Category A (maximum 50 points) Any certification offered by OSFM, excluding Firefighter II/Basic Operations Firefighter, Firefighter III/Advanced Technician Firefighter, Hazardous Materials Awareness, Fire Apparatus Engineer, Fire Officer I/Fire Officer I Provisional/Company Fire Officer/Company Fire Officer Provisional, Fire Officer II/Fire Officer II Provisional/Advanced Fire Officer/Advanced Fire Officer Provisional, Executive Support, Technical Rescue Awareness is worth 1 point for every eight complete hours of a certification class up to 5 points maximum per class. Documentation on class length may be required at time of promotional application.

Category B (maximum 50 points) Credit is given for the highest education level.

10 – Associates Degree from an accredited College or University

20 – OSFM certification as Fire Officer I, Provisional Fire Officer I, Company Fire Officer or Provisional Company Fire Officer

20 – Bachelor’s Degree from an Accredited College or University

25 – OSFM certification as Fire Officer II, Provisional Fire Officer II, Advanced Fire Officer or Provisional Advanced Fire Officer

30 – OSFM certification as Fire Officer I, Provisional Fire Officer I, Company Fire Officer, Provisional Company Fire Officer and Associates Degree from an accredited College or University

30 - Associates degree in Fire Science which includes coursework, at a minimum, in Fire Behavior, Building Construction and Installed Fire Systems

40 - OSFM certification as Fire Officer I, Provisional Fire Officer I, Company Fire Officer or Provisional Company Fire Officer and Bachelor’s Degree from an accredited College or University

50 – OSFM certification as Fire Officer I, Provisional Fire Officer I, Company Fire Officer, or Provisional Company Fire Officer and Associates degree in Fire Science which includes coursework, at a minimum, in Fire Behavior, Building Construction and Installed Fire Systems or Bachelor’s Degree in Fire Science or Public Administration which includes coursework, at a minimum in Fiscal Management, Leadership, and Labor Relations

Ascertained Merit - Captain
(Weighted to 5 points)

Category A (maximum 50 points) Any certification offered by OSFM, excluding Firefighter II/Basic Operations Firefighter, Firefighter III/Advanced Technician Firefighter, Hazardous Materials Awareness, Fire Apparatus Engineer, Fire Officer I/Fire Officer I Provisional/Company Fire Officer/Company Fire Officer Provisional, Fire Officer II/Fire Officer II Provisional/Advanced Fire Officer/Advanced Fire Officer Provisional, Executive Support, Technical Rescue Awareness is worth 1 point for every eight complete hours of certification class up to 5 points maximum per class. Documentation on class length may be required at time of promotional application.

Category B (Maximum 50 points) Credit is given for the highest education level.

- 10 – Associate’s Degree from an accredited College or University
- 20 – Bachelor’s Degree from an accredited College or University
- 20 – OSFM certification as Fire Officer II, Provisional Fire Officer II, Advanced Fire Officer, or Provisional Advanced Fire Officer
- 25 – OSFM certification as Fire Officer III, Chief Fire Officer or Provisional Chief Fire Officer
- 25 – Associates degree in Fire Science which includes coursework, at a minimum, in Fire Behavior, Building Construction and Installed Systems
- 30 – OSFM certification as Fire Officer II, Provisional Fire Officer II, Advanced Fire Officer, or Provisional Advanced Fire Officer and an Associate’s Degree from an accredited College or University
- 30 – Bachelor’s Degree in Fire Science or Public Administration which includes coursework, at a minimum in Fiscal Management, Leadership, and Labor Relations
- 40 – OSFM certification as Fire Officer II, Provisional Fire Officer II, Advanced Fire Officer, or Provisional Advanced Fire Officer and a Bachelor’s Degree from an accredited College or University
- 45 – OSFM certification as Fire Officer II, Provisional Fire Officer II, Advanced Fire Officer, or Provisional Advanced Fire Officer and Associate’s degree in Fire Science which includes coursework, at a minimum, in Fire Behavior, Building Construction and Installed Systems
- 50 – OSFM certification as Fire Officer II, Provisional Fire Officer II, Advanced Fire Officer, or Provisional Advanced Fire Officer and Bachelor’s degree in Fire Science which includes coursework, at a minimum, in Fiscal Management, Leadership, and Labor Relations.
- 50 – Master’s degree in Fire Science or Public Administration which includes coursework, at a minimum in Fiscal Management, Leadership, and Labor Relations