

THE COLLECTIVE BARGAINING AGREEMENT

Between the City of Sycamore and
the International Association of Firefighters
Local 3046

May 1, 2023 - December 31, 2025

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ARTICLE 1: AGREEMENT

This agreement is made and entered into this 1st Day of May, 2023 by and between the City of Sycamore, (hereinafter referred to as the "Employer") and Local No. 3046, International Association of Firefighters, (hereinafter referred to as the "Union") on behalf of employees in the collective bargaining unit set forth in Article 2 hereof.

ARTICLE 2: PURPOSE AND RECOGNITION

Section 1.

It is the intent and purpose of the parties hereto to set forth the Agreement between them for the term hereof concerning rates of pay, wages, hours of employment, and other terms and conditions of employment to be observed by them and the employees covered hereby. The parties intend thereby to achieve and maintain harmonious relations between the Employer and Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other terms and conditions of employment.

Section 2.

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time employees of the City of Sycamore Fire Department, excluding the Fire Chief, Deputy Fire Chief(s), and Officer Manager for the purpose of collective bargaining and establishing and administering a written labor agreement covering wages, rates of pay, hours of labor, and all other terms and conditions of employment.

ARTICLE 3: HOURS OF DUTY

Employees covered by the terms of this Agreement who work with the Fire Department shall be assigned to regular platoon duty shifts. The hours of work shall be assigned by management.

Section 1. Regular Platoon Duty.

The regular platoon duty shifts shall be twenty-four (24) consecutive hours on duty, starting at 7:00 a.m. and ending the following 7:00 a.m. The on-duty tour of duty shall be followed by forty-eight consecutive hours off-duty. The annual average weekly hours shall normally not exceed 49.77 hours per week. The average weekly hours shall be accomplished by scheduling every ninth on-duty shift as a work hours reduction day. Those unit members not assigned to a regular platoon duty shift may work scheduled hours differing from regular platoon duty, as determined by the Fire Chief.

Section 2. Non-Regular Platoon Duty or Swing Shift.

The members not assigned to regular platoon duty 24-hour shifts shall be designated swing shift members. Swing shifts shall be followed by no less than 24 hours off duty.

These members shall not be required to work forty-eight (48) hours straight, nor work less than a 24-hour duty shift except by mutual agreement. Swing shift shall work the regular schedule of eight shifts in the 27-day cycle, a 9th shift shall be scheduled as a work hour reduction day. Swing shift will be paid at 49.77 hours per week on a biweekly paycheck. Any extra time worked besides the eight scheduled shifts will be considered overtime. Swing shift will be considered its own shift for work hour reduction days and Vacation days, these days will not count towards shift members off duty. The shifts to be worked shall be determined by the Fire Chief or his designee. Members assigned to swing shift duty shall be provided with a work schedule no less than two (2) weeks before their assignment begins. However, upon mutual agreement, swing shift personnel may be moved as necessary to cover shift shortages that may occur after the schedule is posted. Once the swing shift has three (3) Firefighters assigned, these Firefighters shall be placed equally on regular platoon duty shifts. Non-regular platoon duty or swing shift shall not consist of more than two (2) Lieutenants and two (2) Firefighters.

Section 3. Other Non-Regular Shifts

Members who are not assigned to fire suppression or emergency medical service duties may temporarily work a regular shift schedule of forty (40) hours per week, Sunday through Saturday. When assigned to 40-hour workweeks with the approval of the Fire Chief or his designee, any hours worked in excess shall be dealt with in accordance with Article 24 of this agreement.

Section 4. Shift Change.

Prior to the changing of an employee's or employees' scheduled tour(s) of duty from one shift to another the Fire Chief shall consult with the affected employee(s) and the Union and inform them of the specific reasons for the change. The parties will attempt to reach a mutually acceptable agreement on the issue; provided, however, the final decision shall be the Chief's. An employee may request a shift change to any other shift where there is a Firefighter/officer who is lower in seniority or where there is a Firefighter/officer who will voluntarily change shifts. Requests are limited to one (1) per fiscal year and will not be unreasonably denied by the Chief. An employee may request a station change to the other station, where there is a Firefighter/officer who is lower in seniority or where there is a Firefighter/ officer who will voluntarily change stations. Requests are limited to one (1) per fiscal year and will not be unreasonably denied by the Chief. Station change requests may be denied if the employee will be at station two for two (2) consecutive years. Requests are to be made forty-five (45) days before the beginning of the trimester (along with vacation requests) and are to take place only at the beginning of a trimester. When possible, bargaining unit members shall only be shift changed or station changed at the beginning of a trimester.

Section 5. Additional Scheduling Considerations.

After the posting of vacation schedules, work hour reduction days may be floated with the permission of the individual to alleviate a shift shortage. Also, if a shift is over-staffed a member may request to float to another shift.

ARTICLE 4: NO STRIKE

Section 1. No Strike Commitment

Neither the Union nor any officer, member of the Union, or employee covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, or picket which causes a work stoppage, or other concerted refusal to perform duties by any officer or officer group, or the concerted interference with, in whole or part, the full, faithful and proper performance of the duties of employment with the Employer. Neither the Union nor any officer, member of the Union, or employee covered by this Agreement shall refuse to cross any picket line, by whomever established.

Section 2. Discipline of Strikers.

The Employer may discharge or otherwise discipline any, some or all employees who violate the provisions of this Article and any, some or all employees who fail to carry out their responsibilities under this Article.

Section 3. Resumption of Operations.

In the event of action prohibited by this Article, the Union immediately shall publicly disavow such action and request the offender(s) to return to work and shall use its best efforts to achieve a prompt resumption of normal operations.

Section 4. Union Obligation.

The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

Section 5. Legal Action.

Nothing contained herein shall preclude the Employer from seeking and obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 5: RESIDENCY

All bargaining unit members shall reside and maintain their domicile within thirty (30) miles of the intersection of State and Main Streets in the City of Sycamore, Illinois to be qualified employees of the City of Sycamore Fire Department. Residency must be established within six (6) months of completing the probationary period for membership on the Sycamore Fire Department.

ARTICLE 6: MANAGEMENT RIGHTS

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect in accordance with state statutes.

The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

- A. to determine the budget, organization, and operations of the Fire Department;
- B. to determine and change the purpose, composition, and function of each of its constituent departments, and subdivisions;
- C. to set standards for the services to be offered to the public;
- D. to direct the members of the Fire Department including the right to assign work and overtime;
- E. to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule employees;
- F. to increase, reduce or change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
- G. to contract out work when essential in the exercise of its power and duties;
- H. to establish work schedules and to determine the starting and quitting times, and the number of hours to be worked;
- I. to establish, modify, combine, or abolish job positions and classifications;
- J. to add, delete or alter methods of operation, equipment, or facilities;
- K. to determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether or not goods or services are to be made, provided, or purchased;
- L. to establish, implement and maintain an effective internal control program;
- M. to suspend, demote, discharge, or take other disciplinary action against employees for just cause (according to the provisions of this Agreement and established statute, rules, and regulations); and,
- N. to add, delete or alter policies, procedures, rules, and regulations.

Inherent managerial functions, prerogatives, and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

The Employer's right of management shall not be amended or limited by any claimed or unwritten custom, past practice, or informal agreement, nor by any claim the Employer has condoned or tolerated any practice or any act or acts of any employees. Nothing in this Article shall abrogate or alter the other Articles of this Agreement.

ARTICLE 7: PROBATION PERIOD

All new members shall be licensed as EMT-B upon the date of hire. All new hires shall obtain and maintain EMT-P and BOF. Certification for Fire Fighter II/ BOF shall be obtained by participation in a Fire Fighter II/ BOF academy program approved by the State Fire Marshall. Training shall begin as soon as classes are available.

All new members shall serve a probationary period of twelve (12) continuous months of work. Probation may be extended until all required licenses/certification are obtained. The Fire Chief shall have the discretion to extend probation due to extenuating circumstances. During the probationary period, new members shall have no seniority rights under this Agreement (except for vacation selection, overtime and as provided in Article 13) and may be terminated without cause and without recourse to the grievance procedure but shall be subject to all other provisions of the Agreement. Upon successful completion of the probationary period the original starting date will be the seniority date for each new member.

Nothing in this Article shall abrogate or alter the other Articles of this Agreement.

ARTICLE 8: NON-DISCRIMINATION

In accordance with applicable law, neither the Employer nor the Union shall discriminate in a manner which would violate Federal or State laws against any employee covered by this Agreement because of race, creed, color, national origin, sex, age, religion, mental or physical handicaps, political beliefs, marital status, Union activities or non-Union activities.

All references to bargaining unit employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to mean both male and female employees.

ARTICLE 9: UNION SECURITY

Section 1. Union Activity.

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership or the exercise of their lawful rights.

Section 2. Dues Check-off.

During the term of this Agreement, the City will deduct from each employee's paycheck the uniform, regular Union dues for each employee in the bargaining unit who has filed with the City a lawfully written authorization form.

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

Union may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the City at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted. The City will forward the dues deducted along with a list of the employee's names from whom deductions have been made to the Union, at the address designated by the Union.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, 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.

Section 3. Indemnification.

The Union shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions of this Article.

ARTICLE 10: LABOR-MANAGEMENT CONFERENCES

Section 1.

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and the representatives of the Employer. Such meetings should be held once each month and shall be requested by either the Employer or the Union. Such meetings and their locations shall be by mutual agreement, and notice shall be given in writing by either party at least seven (7) calendar days in advance. Discussions shall be limited to:

- A. Discussion of the implementation and general administration of this Agreement.
- B. A sharing of general information of interest to the parties.
- C. Within the Employer's discretion, notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- D. Discussion of any work-related problems of mutual concern, especially Health & Safety, for the advancement of better relations and efficient operations.

The Employer and the Union agree to attempt to reasonably cooperate with each other in matters of the administration of the Agreement, and to the degree that standards of fire protection can be effectuated for the maximum protection of the citizens of the City of Sycamore.

To effectuate the purposes and intent of the parties, the parties may also meet upon mutually agreed dates, without limitation. Neither party shall be forced against its will to

schedule or attend any meeting; provided, however, that the parties agree to meet at least twice per year during the first week of June and December.

Section 2.

All disputes arising under this article and not resolved by the committee shall be a proper subject for adjustment under the grievance procedure.

Section 3.

When absence from work is required to attend "labor-management conferences," designated employees shall, before leaving their workstation, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Employees attending such conferences shall be limited to three (3). Travel expenses associated with any "labor-management conferences" shall be the responsibility of the employee.

Section 4.

Union members shall be allowed to work on Union business after 1600 hours or during normal working days with the permission of the Fire Chief or designee, provided their daily work is done and it does not interfere with the operations of the department.

ARTICLE 11: BULLETIN BOARD SPACE

The Employer shall provide a reasonable amount of space for a bulletin board in the firehouse living quarters, for the use of the Union, at a convenient location accessible to employees. The employer shall provide desktop space to accommodate a computer in the firehouse living quarters, for each station solely for the use of the Local 3046 members. The employer shall provide free internet access. The computer and files shall be the property of Local 3046.

ARTICLE 12: PRINTING AND SUPPLYING AGREEMENT

This Agreement shall be printed and supplied to each employee by the Employer within ten (10) working days at no cost to the employee. The Employer shall provide an electronic copy and a reasonable number of additional copies to the Union at the commencement of the contract term. Written communication between parties with respect to the contract will be followed by an electronic copy.

ARTICLE 13: EMPLOYEE SENIORITY RIGHTS

The Employer shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific articles and sections of this Agreement and in other appropriate cases.

Seniority shall consist of the total continuous, uninterrupted service in the Fire Department calculated from the most recent date of employment. Continuous,

uninterrupted service shall be broken only by resignation, discharge, retirement, or death. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the (Civil Service) Eligibility list. (Department Seniority)

Commissioned Officer seniority shall be calculated on time in rank. Commissioned Officers with the same employment date shall be assigned to the seniority list in order of their ranking on the (Civil Service) promotion list. Officer seniority shall be deemed applicable when time in rank applies to officer-only situations.

A "Career Service Bonus" shall be paid as follows:

- In a fiscal year in which a bargaining unit member attains a new five-year threshold for service, he/she shall advance to the new bonus level on May 1 of that year.
- On completion of five years of full-time continuous service, a member shall receive an annual bonus of \$300.00.
- On completion of ten years of full-time continuous service, a member shall receive an annual bonus of \$600.00.
- On completion of fifteen years of full-time continuous service, a member shall receive an annual bonus of \$900.00.
- On completion of twenty years of full-time continuous service, a member shall receive an annual bonus of \$1,200.00.
- On completion of twenty-five years of full-time continuous service, a member shall receive an annual bonus of \$1,500.00.
- On completion of thirty (30) years or more years of full-time continuous service, a member shall receive an annual bonus of \$1,800.00.

ARTICLE 14: PERSONNEL REDUCTION

Section 1. Personnel Reduction and Recall

In all cases of personnel reductions and recall from layoffs, the application of seniority rights shall be made in accordance with the provisions of 65 ILCS 5/10-2.1-18. Layoffs shall be accomplished on the basis of seniority with the least senior employee laid-off first (after probationary employees have been either laid off or terminated). Employees shall be recalled from layoff in reverse order (i.e., the most senior employee recalled first).

For purposes of the Article, seniority shall consist of the total continuous, uninterrupted service in the Fire Department calculated from the most recent date of employment. Continuous, uninterrupted service shall be broken only by resignation, discharge, or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the (Civil Service) Eligibility list be defined as in Article 13 of this Agreement.

Each employee shall retain the right to recall from layoff for five (5) years from the date of layoff provided the employee maintains the certifications required as a condition of employment at the time of layoff.

Section 2. Effects of Layoff.

During the period that employees have recall rights as specified above, the following provisions shall be applicable to any employees laid off by the Employer:

- A. Employees shall be paid for any earned but unused vacation days.
- B. Employees shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium.
- C. If an employee is recalled, the amount of accumulated, non-compensated sick leave days that the employee had as of the effective date of the layoff shall be restored, and if not recalled after five (5) years, shall be compensated as provided by Article 27.
- D. Upon recall, the employee's seniority shall be determined as provided in Article 13.

ARTICLE 15: RULES AND REGULATIONS

The Employer agrees to post and make available to all members of the Fire Department a copy of the current applicable work rules. Whenever the Employer changes work rules or issues new work rules applicable to bargaining unit employees, the employees and the Union shall be given at least thirty (30) days prior written notice before the effective date of the work rules. Urgent notices regarding imminent health and safety issues may be posted in a shorter time period. All notices shall be signed and dated by the Fire Chief and countersigned by the Union president or designee. Under normal circumstances, notice shall be given by posting the proposed rule(s) on the department bulletin board, and by providing a copy of the notice to the Union by mail or personal delivery. Upon request of the Union the parties shall meet and confer to discuss the reasonableness of the proposed changes in the rules. Work rules shall not conflict with any specific provision of the Agreement.

The Employer agrees to promulgate rules and regulations for the Fire Department. Once issued, such rules shall be enforced in a uniform, fair and equitable manner. Any employee shall have the right to appeal to the grievance procedure for an alleged violation of this clause.

ARTICLE 16: ALTERNATE PRODUCTIVE DUTY

Any employee may be assigned to a less strenuous position subject to medical approval, and the approval of the Chief, because of health or disability. While on such assignment the employee shall continue to receive all compensation and fringe benefits,

including accumulation of seniority attached to his normally assigned position. Such assignment may continue subject to the operating needs of the Department and shall not be unreasonably withheld. Pregnant employees may be eligible for consideration for alternate productive duty when it is determined by the employee's attending physician that regular duty assignment would be hazardous to the health and safety of the fetus or the employee, subject to Department medical approval, approval of the Fire Chief, and the operating needs of the Department as stated above.

Section 1. Purpose

Sycamore Firefighters Local 3046 realizes the City of Sycamore's dilemma regarding Workmen's Comp Insurance. Together we strive to reduce these costs and claims. We recognize that the existence of Alternate Productive Duty provides a great benefit to our members. Therefore, the Local and City have agreed to the following terms regarding Alternate Productive Duty.

Section 2. Eligibility and Benefits

Alternate Productive Duty privileges shall be afforded to employees who have been deemed temporarily disabled by their treating physician due to a non-duty or duty-related illness or injury. Temporary disability is defined as the lack of ability to perform all aspects of the employee's job for a specific period of time that is generally less than one (1) calendar year. Classification of the illness or injury as temporary shall only occur by the physician after treatment including a projected date for returning to work without restriction. Employees shall continue to enjoy their contractual rights and remain at the same level of salary and benefits.

Section 3. Physician's Role

Upon receipt of a recommendation from a physician, the employee may return to work for Alternate Productive Duty. The Alternate Productive Duty Firefighter duties shall not exceed those limitations prescribed by his physician. The eligible employee must submit a letter to the Human Resources Director from his/her treating physician detailing the following information after each examination:

- The length of time the employee is expected to remain on restricted duty;
- The exact nature of the work the employee can or cannot perform;
- The date of the next scheduled reexamination to determine any change in the employee's physical status.

Section 4. Scheduling

Alternate Productive Duty Firefighters shall coordinate with the Fire Chief and Union President to establish which type of schedule would best fit the Firefighters' and Fire Department's needs on an individual basis; a twenty-four (24) hour on forty-eight (48) hour off schedule, or a forty (40) hour work week schedule. A forty-hour work week shall comprise of eight-hour days, i.e., 7AM-3PM. The Fire department will allow the

employee to have flexibility to adjust as needed. Further expectations from this meeting should be the following:

- Weekly Planner
- Work Hours
- Work assignments
- Accountability
- Flow of paperwork
- Schedule of a doctor and therapy sessions
- Estimated length of Alternate Productive Duty

Section 5. Types of Duty or Work

Alternate Productive Duty shall be Fire Department related subject to Fire Department needs. The Fire Chief and the Alternate Productive Duty Firefighter shall work together proactively to assure a job assignment that would best suit the Firefighter and the Fire Department, maximizing the Firefighter's ability. The duties to be performed by the employee will always be bona fide work that will be limited in duration and intended for employees who are expected to return to full duty in the near future. Projects or tasks must be legitimate and productive work which falls within the Firefighter's job description; these duties cannot be construed as creating a new position. The City Manager must be informed about the job assignment that is given to the Alternate Productive Duty Firefighter once it is agreed upon by the Fire Chief and the eligible Firefighter.

Examples of Fire Department Duties included but not limited to:

- Janitorial
- Clerical
- Kitchen Duty
- Cataloging (Inventory)
- Assisting with: EMS, Reports, Secretary, Radios, Mechanic, Fire Prevention, Research, Mapping, Quartermaster, Training, Planning, Grant Writing

Other examples may come from the Fire Department Strategic Plan

Firefighters shall not be disciplined or lose existing duties/positions for "not meeting Performance Standards" associated with Alternate Productive Duty.

Rehabilitation/ Fitness shall account for hours worked, in some circumstances the possibility of overtime may exist while on Alternate Productive Duty, including but not limited to activities such as meetings, training, assisting the Chief on major calls or with logistics in call back situations.

Section 6. Administrative Review

The Chief shall receive weekly progress reports from the Alternate Productive Duty Firefighter. If it is deemed by the Fire Chief or the Firefighter that the particular assignment is no longer productive to the needs of the Department, either may request to review the benefits of this assignment, again working together to maximize the Department's benefits as well as utilizing the Firefighter's abilities.

ARTICLE 17: INOCULATIONS AND IMMUNIZATIONS

Section 1.

The Employer agrees to pay for employee inoculations and immunizations that medical doctors generally recognize as required to provide for a safe work environment in the health care field in the northern Illinois area. The Employer shall also pay for annual checks for those types of immunization that require rechecks.

Section 2.

The Employer agrees to pay expenses for inoculation for immunization shots for a Sycamore Fire Department member's immediate family (i.e. spouse, children and family members living with the employee), when inoculation and immunization becomes necessary as the result of the employee's direct exposure to a contagious disease while in the performance of his/her Fire Department duties. The Employer shall only pay the expenses for the inoculation and immunization of immediate family members if the Employer's physician and the physician of the afflicted person shall deem it essential and notify the Fire Chief. Contagious diseases are those defined by the Illinois Department of Health. This Section only applies to the family of the employee directly exposed.

ARTICLE 18: SUSPENSION, DISCIPLINE, AND DISCHARGE

Section 1. Just Cause.

No non-probationary employee shall be disciplined or discharged without just cause. Any such actions must be in compliance with the "Firemen's Disciplinary Act." The City shall supply all bargaining unit members with copies of the current City of Sycamore Fire and Police Commission Rules and Regulations.

Section 2. Progressive Discipline.

The parties recognize the principles of progressive and corrective discipline. The Employer's recognition of the principles of progressive and corrective discipline shall not prohibit the Employer from imposing discipline, which is commensurate with the severity of the offense.

Discipline shall include only the following measures:

- A. Verbal reprimand;
- B. Written reprimand;
- C. Suspension without pay;
- D. Dismissal

The parties agree that the Fire Chief or management designee has the right to immediately suspend an employee when the employee's conduct is such that it may be detrimental and injurious to the mission of the Department or in violation of the Department's standard operating procedures. Such suspension shall be with pay and the employee shall remain in a pay status until an investigation of the employee's conduct can be accomplished and discipline has been imposed. Investigations shall be conducted in a timely manner and without delay. The parties further agree that in certain situations an employee may forfeit accumulated time off in place of a suspension without pay. This forfeiture shall be with the agreement of the Fire Chief, the affected Firefighter, and shall not be subject to review as provided by this Agreement. In the event that the member feels the discipline is unjustified, the member shall either take his case before the Fire and Police Commission or that member or the Union may seek resolution through the grievance procedure.

Section 3. Notification.

The Employer shall notify the employee involved of any disciplinary action taken. Such notification shall be in writing, except in the case of verbal warning or verbal reprimand, and shall include the rule or regulation allegedly violated, the facts substantiating the offense, the discipline imposed, and the party or parties bringing the complaint(s) or charge(s) forward, except where state statute, federal statute, or the City's sexual harassment policy may prohibit such disclosure. Discipline shall be imposed within a reasonable period of time, not to exceed ten (10) business days, after an investigation is concluded and discipline is found to be warranted. Employees shall be required to acknowledge all items that are placed into their personnel file by signing those items. Such acknowledgment shall not be considered concurrence with the disciplinary action taken, unless the employee so states.

Section 4. Expungement.

The Employer agrees that after two (2) years of no similar conduct that caused the written reprimand, such written reprimand shall be expunged from the employee's personnel file.

ARTICLE 19: LABOR REQUIREMENTS

Section 1. General.

In justice and in fairness to the City and the taxpayers, all members of the Fire Department shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties.

Section 2. Protection of Property and Equipment.

It shall be the responsibility of any member of the Fire Department having custody of any City equipment and property to see that it is cared for, kept clean and returned to its place of storage.

Section 3. Protection of City Vehicles.

Members shall also treat Department vehicles with care and shall be accountable for any accidents that are owing to circumstances within their control and responsibility.

Section 4. Absenteeism.

Members unable to work for any reason, except for emergencies, must notify the duty officer at least one (1) hour before scheduled duty time. This requirement does not apply to vacation, holidays, and regular days off. This provision shall not be interpreted as condoning repeated absences from work on the part of any bargaining unit member.

Section 5. Minimum Staffing.

The Employer shall maintain a minimum daily staffing of seven (7) Bargaining unit members consisting of, one (1) Union Battalion Chief or Acting Battalion Chief, and one (1) Union Lieutenant or acting Lieutenant, and minimum of two (2) Union Firefighters shall be assigned to station 1. Two Union Firefighters, and one (1) Union officer or acting officer shall be assigned to station 2. A minimum of one (1) qualified commissioned officer must be on duty per day. In the event of unforeseen shortages or emergencies, management may assign or move personnel between stations in accordance with Article 13, Seniority rights, provided minimum manning is met at both stations. Apprentices shall be assigned to station 1.

Section 6. Staffing Changes

The Employer shall include a member of the Local 3046 Executive Board on interview teams when filling Administrative positions within the Department.

Section 7. Station and Shift Staffing

The City shall continue to apply the parameters of the company and station assignment policy as outlined in policy 241.01.

Section 8. Secondary Employment

All members of Local 3046 are prohibited from secondary employment as a first responder. The term first responder applies to working secondary employment for a jurisdiction, private company or entity as a Firefighter, EMT, Paramedic, Police Officer, or any other job title or in any capacity responding to an emergency situation as a first responder. Exemption to this requirement is granted to members serving in United States Armed Forces as a first responder, or in any capacity. Additionally, any member who is a first responder as a rostered member of a national, state, local or regional team or program supported by the Fire Chief and the Local 3046 President are exempted from these requirements.

If found to be in violation of this provision, a Local 3046 member will be immediately given a cease-and-desist order from the Fire Chief or designee to stop working his/her secondary employment position. The cease-and-desist order shall be considered the first step in progressive discipline as a verbal reprimand. If the employee fails to follow the direct order the process described in Article 18 section 2 will be continued. The Union President and the Fire Chief will have the final authority and discretion in determining what constitutes a secondary employment violation as it relates to work as a first responder.

ARTICLE 20: GRIEVANCE PROCEDURES

Section 1. Purpose.

The purpose of the Grievance Procedure shall be to settle contractual grievances between the City, employees, and the Union as quickly as possible, in order to ensure efficiency and promote members' morale.

Section 2. Definition of Grievance.

A grievance is hereby defined as any dispute or difference which may arise between the parties including the application, meaning, or interpretation of the Agreement.

Section 3. Settlement Procedure.

Grievance arising after the effective date of the signing of the Agreement shall be raised, discussed, and taken up in accordance with the following procedure:

Step 1. Fire Chief

The employee, with or without Union representative(s) (or the Union representatives alone in the case of a Union grievance), shall take up the grievance or dispute in writing with the Fire Chief or his designee within ten (10) business days of its occurrence; if at that time the employee or Union steward is unaware of the grievance, the employee or Union steward shall take it up within ten (10) business days after, through the use of due diligence, he could have obtained knowledge of its occurrence. The Fire Chief or his designee shall then

attempt to adjust the matter and shall respond in writing to the employee and the Union steward within five (5) business days.

Step 2. City Manager

If the grievance remains unadjusted in Step 1, and the employee or Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, the City Manager or his designee shall then receive notification of the grievance in writing within five (5) business days after the receipt of the employer's answer in Step 1.

The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the agreement allegedly violated, and the requested remedy. City Manager or his designee shall meet and discuss the grievance with the employee and the authorized Union representative(s) at a time mutually agreeable to the parties, within ten (10) business days following their meeting.

Step 3. Arbitration

If the grievance remains unresolved within fifteen (15) business days after the reply of the City Manager or his designee is due, either party may, by written notice to the other party, invoke arbitration.

Section 4. Arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and Union within seven (7) business days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois or Wisconsin. Both the Employer and Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The parties will then alternately strike names twice, and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

Section 5. Authority of the Arbitrator.

The parties agree that the grievance arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted.

The arbitrator shall submit in writing his signed final decision to the Employer and to the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this agreement to the facts of the grievance presented. The authority of the arbitrator shall be final and binding on the City, Union and affected employee.

Section 6. Expenses of Arbitration.

The fees and expenses of the arbitrator shall be borne equally by the employer and Union. However, each party shall be responsible for compensation of its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for one-half (1/2) the total cost of producing the record.

Section 7. Processing and Time Limits.

Grievances shall be investigated and processed only during non-working hours by Union stewards, representatives, and grievance committee members. Such activities shall not interfere with the normal operations of the Fire Department.

Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as a withdrawn grievance. The time limits set forth in this Article may be extended by mutual consent of the parties.

The term "business days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays, and Holidays.

Section 8. Processing Grievances.

Employees selected by the Union to act as Union representatives shall be known as "Stewards." The names of the three (3) employees (one per shift) 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.

Any Union representative or employee whose participation in grievance meetings held pursuant to the provisions of the Article as necessary shall be released from work without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner which does not interfere with City operations.

In discussions or meetings of the Union and the Employer in the grievance procedure, the employee shall be entitled to be present and may be accompanied or represented by the exclusive bargaining agent or their representative.

A matter may be filed at any level of the Grievance Procedure upon mutual consent of the parties in writing.

ARTICLE 21: EMPLOYEE ASSISTANCE POLICY

The Employer and the IAFF Local recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities. The Employer and the IAFF Local will, therefore, work collectively to support an employee assistance program.

It is recognized that almost any personal problem can be successfully treated, provided it is identified in the early stages and referral is made to an appropriate source of care. This applies whether the problem is one of physical illness, mental or emotional illness, finances, marital or family distress or legal problems. Alcoholism and drug abuse are recognized as treatable illnesses, responsive to treatment and rehabilitation. Any IAFF Local member of the City of Sycamore or their families, if insured, having any of these problems will receive the same careful consideration and referral to treatment that is extended to an employee having any other illness. Covered charges for medical and professional treatment will be handled in accordance with the provisions of the present group insurance plan. Accumulated sick leave may also be utilized by employees seeking professional counseling.

An employee assistance program is designed to assist employees with personal problems that affect work performance. If, however, an employee continues to have unsatisfactory work performance regardless of participation in an employee assistance program, the employee will be subject to normal corrective disciplinary procedure.

Every effort will be made to maintain strict confidentiality of records and information. Those receiving help will not have job security or promotional opportunities jeopardized by participating in the program.

ARTICLE 22: WAGES

Section 1. Wage Schedule.

The wage schedule is set out and attached as Appendix "A," which shall form a part of, and be subject to, all the provisions of this Agreement (see attached).

Section 2. Acting Pay.

One Battalion Chief (at station 1) and two (2) Lieutenants are scheduled to be on shift each day (1 at each station). In the event that the Battalion Chief is off, and 2 Lieutenants are working, and minimum manning is met, 1 Lieutenant will be eligible to act up as a Battalion Chief. One (1) Union Firefighter will be eligible to act up as a Lieutenant. In the event 1 Battalion Chief is working and one (1) Lieutenant is working, and minimum manning is met, a Union Firefighter will be eligible to act up as a Lieutenant. In the event only one (1) Lieutenant is working, and minimum manning is met, one (1) Lieutenant may act up to Battalion Chief, and 2 Firefighters may act up to

Lieutenants. In the event that 1 Battalion Chief is working, and minimum manning is met, 2 Firefighters will be eligible to act up as Lieutenants.

The ability to act up to Battalion Chief or Lieutenant shall be first given to the eligible Lieutenant or Firefighter working a full 24-hour shift, as opposed to a member working an overtime slot.

This ability to act up to Battalion Chief shall be offered first to the highest-ranking Lieutenant on the current promotional list, second to the Lieutenant on shift with highest time in grade provided that Lieutenant meets the departmental qualifications to act as a Battalion Chief. (Approved Command classes)

This ability to act up to Lieutenant shall be offered based on the current promotional list, second to the next most senior Firefighter on shift, provided that Firefighter meets minimum departmental qualifications to act (minimum five (5) consecutive years on the department with acting Lieutenant training complete).

If the highest-ranking eligible Lieutenant/ Firefighter declines to act, it will be offered to the next highest-ranking Lieutenant/Firefighter and so on. If no Firefighter on shift is eligible to act up or not currently on the promotional list, off-duty eligible bargaining unit members shall be called to fill time as regular overtime and act up for the vacant Battalion Chief/Lieutenant position.

Lieutenants/ Firefighters who are not currently on the Battalion Chief/Lieutenant promotional list cannot be compelled to act.

Lieutenants/ Firefighters who are on the current Battalion Chief/Lieutenant promotional list will be required to act if they are on shift and no one else is willing to do so unless they have submitted a written request approved by the Fire Chief which outlines a valid reason for NOT acting up to the Battalion Chief/Lieutenant position.

Whenever a Firefighter is assigned as an acting officer, he or she shall be paid At the Hourly rate of Lieutenant.

Whenever a Lieutenant is assigned as an acting Battalion Chief, he or she shall be paid at the hourly rate of Battalion Chief.

Section 3. Battalion Chief acting as Chief

In the unforeseen event that the Fire Chief is unavailable, in order to maintain command structure, the City may request that an off-duty Battalion Chief assume the role of acting Chief for a pre-determined amount of time. Battalion Chief assuming the role of acting Chief shall be limited to functioning as Incident Command on emergent scenes only. As other significant Fire Department related issues arise, the acting Chief shall consult with an available Chief officer by phone or if no Chief officer is available, the City Manager.

Off duty commissioned Battalion Chief shall be selected in accordance with Article 24 (callback and overtime). For the pre-determined acting slot (24 hours or less) the Acting Chief shall receive a 2-hour carrying fee and be compensated in accordance with Article 24 (callback and overtime) if required to respond to emergency incidents. In the event multiple Battalion Chiefs are enlisted to fill an acting slot, those members will work out the payment of the 2-hour carrying fee.

Generally, emergency responses shall entail all motor vehicle accidents and structure fires, or when requested by on duty officer. The Acting Chief Officer shall utilize one of the Fire Department staff or support vehicles during the duration of the on-call period.

Any Battalion Chief working as the on-call Chief shall remain within ten miles of State and Main Streets for the duration of their on-call time.

ARTICLE 23: SHIFT EXCHANGE

With the permission of the Fire Chief or a Battalion Chief, Firefighters shall have the right to exchange shifts with Firefighters and Lieutenants shall have the right to exchange shifts with Lieutenants, Battalion Chiefs shall have the right to exchange shifts with Battalion Chiefs when the change does not interfere with the operation of the Fire Department.

Lieutenants may trade with Firefighters who qualify to act as Lieutenants, but the Firefighters who act up in this capacity shall receive no acting Lieutenant pay for hours traded unless the trade is cost neutral (i.e., trade just moves the acting time to be paid from one day to another).

The Lieutenant trading with a Firefighter shall ensure that a Firefighter from the shift he or she is vacating is available to serve as an acting officer.

Battalion Chiefs may trade with Lieutenants who qualify to act as Battalion Chiefs, but the Lieutenants who act up in this capacity shall receive no acting Shift Commander pay for hours traded unless the trade is cost neutral (i.e., trade just moves the acting time to be paid from one day to another). Battalion Chief may not act down unless exigent circumstances.

The Battalion Chief trading with a Lieutenant shall ensure that a Lieutenant from the shift he or she is vacating is available to serve as an acting officer.

All trades may only be a class below or above. All acting may only be a class above or below.

ARTICLE 24: CALL-BACK AND OVERTIME

Section 1. Call-Back.

Members covered by this agreement called back to duty after having been relieved of duty shall be paid a minimum of two (2) hours overtime at 1-1/2 times their straight-time hourly rate of pay. If a Firefighter is within one (1) hour of his scheduled duty and comes in on a callback, he shall be paid a minimum of one (1) hour overtime at 1-1/2 times their straight-time hourly rate of pay. If a callback is made and the Firefighter is released before his shift is scheduled to start, he will be paid a minimum of two (2) hours of overtime. For the purpose of this Article, "call back" shall be defined as overtime occasioned by a member of the Fire Department returning to duty after being in a status of off duty.

Section 2. Overtime.

Any member requested and remaining on duty for any length of time past the regularly scheduled time to go off-duty shall receive at least a minimum of one (1) hour of overtime. Employees shall be paid at the rate of one and one-half (1-1/2) times their straight-time rate of pay for all time worked in excess of their regularly scheduled hours of work. All overtime calculations shall be rounded ahead to the nearest hour.

Section 3. Overtime Assignments.

The Fire Chief will offer all overtime to bargaining unit members on a voluntary basis. When a bargaining unit member who works a regular platoon duty shift is off duty because of vacation, sickness, duty or non-duty injury, or excused from duty, and his/her time off is not covered by the swing shift, it will then be offered to the off duty bargaining unit members. Overtime will be assigned among the members of the bargaining unit on a rotating basis according to seniority and total hours of overtime worked. A log shall be maintained to show the time of the call for overtime and the response of each Firefighter called.

In the event that bargaining unit members are unable to fill "shift" overtime assignments, on-duty bargaining unit personnel will be held over or off-duty bargaining unit personnel shall be recalled for shift duty.

When bargaining unit members are unable to fill "special assignment" overtime assignments, they shall be passed onto the other qualified personnel (i.e., paid on call) of the Sycamore Fire Department.

From time to time the Fire Chief or his designee may request that a bargaining unit member with special training be used for overtime other than a shift duty fill in. This time shall not be placed in the logbook.

This section shall not be construed, nor is it intended, as any guarantee of hours of work in a given week.

Section 4. Compensatory Time.

Instead of the paid overtime provided for in this Article, the employee may elect to accrued compensatory time at the rate of one and one-half (1-1/2) hours compensatory time per one (1) hour of overtime worked.

The conversion of overtime into the classification of compensatory time shall be as follows. One and one-half (1-1/2) hours of compensatory time for every hour of overtime converted. After this conversion one (1) hour of compensatory time will be equal to one (1) hour of regular time and will be classified as compensatory time. An employee may accumulate compensatory time to a maximum of four hundred eighty (480) hours per year. The Employer agrees to maintain a record of such accumulated time.

Accumulated compensatory time may be cashed out on biweekly paychecks. The cash-out rate will be at the regular hourly rate of pay. Cashed out compensatory time must be cashed out in full hour increments.

Accumulated compensatory time may be used in any increments from two (2) to twenty-four (24) hours which then can be taken off with the approval of the Fire Chief or his designee. Prior notice of forty-eight (48) hours must be given by the Firefighter to his supervisor for the scheduling of compensatory time, unless approved otherwise by the Chief or his designee. On days above minimum manning, compensatory time may be approved the day of and be taken in increments from two (2) to twenty-four (24) hours, if overtime is not created. Once compensatory time is approved it can only be canceled by the employee using the compensatory time. Comp time approved on the day taken may be canceled due to exigent circumstances, if the member is still on duty prior to the cancellation.

An employee may not carry over from fiscal year to fiscal year compensatory time accumulated over seventy-two (72) hours. However, an employee may carry over from one fiscal year to the next, accumulated compensatory time of seventy-two (72) hours or less in any incremental amounts earned.

Section 5. Personnel Recall

In urgent moments, when the fire station is left empty due to multiple calls, based on the current minimum manning when this agreement was executed, off-duty career personnel shall be recalled to protect the citizens of Sycamore with the following agreement:

- From 0700 hours to 1900 hours "Shift Recalls" will be made as needed utilizing dispatch guidelines.
- From 1900 hours to 0700 hours all personnel recalls will be "Department Recalls".
- All career personnel shall be eligible for "Shift Recall."

- Once a “Shift Recall” has been made, 15 minutes shall be allowed for personnel to respond before a Department Recall is made.
- If after a “Shift Recall” has been made and it is determined by on-duty, or incoming personnel that insufficient personnel have responded to mitigate the original incident, then a request shall be made of dispatch to re-tone a “Department Recall” for manpower.
- Sufficient personnel for a “Shift Recall” shall be defined as a minimum of (3) personnel, combining manpower from both stations.
- If after a Department Recall has been made and sufficient personnel have not responded, Mutual Aid shall be requested from the appropriate agency.
- Any changes or modifications to the existing Dispatch Guidelines will be accomplished through the existing labor – management collaboration process.
- “Paid on Call” personnel are eligible to respond to “Department Recall.”

Given the nature of the emergency and the information received, the Lieutenant or Acting Officer does have the authority to upgrade to a Department Recall within the 15-minute period. Communication between stations shall take place to determine manpower availability as it may be necessary to combine manpower from both stations to acquire sufficient manning.

Section 6. Union Comp Time Bank

The City shall establish a separate comp time bank to which Local 3046 members shall each donate a minimum of four (4) hours of overtime to be converted to comp hours annually on May 1. Union comp time that is thus “banked” may be used to cover time for Executive Board members or their designees to attend Union functions such as seminars, conventions, conferences, etc. For such purposes, comp time may be taken in two (2) to twenty-four (24) hour increments. When any period of compensated time over twelve (12) hours is contemplated, the City shall be given a minimum of one (1) week’s notice. The Union will use its best efforts to give notice as soon as possible for scheduling purposes.

ARTICLE 25: CLOTHING ALLOWANCE

Section 1. Commissary System

It shall be the responsibility of the Employer to assure that each new probationary Fire Fighter and each newly promoted Officer has a full station uniform. These uniforms will be of the type and style being worn by the membership. The following is a list of initial issue uniform and jewelry items:

- 1 long sleeve shirt
- 1 short sleeve shirt
- 1 polo shirt
- 4 pairs of pants
- 1 spring/fall jacket with liner
- 1 Baseball Hat
- 1 Winter Hat
- 2 Fire Department badges
- 2 name tags
- 2 sets of collar pins consistent with rank
- 1 sweatpants
- 1 sweat shorts
- 1 sweatshirt
- 1 pair EMS shorts
- 2 Lt. polo shirts
- 4 short sleeve navy blue Fire Department T-Shirts
- 2 structural firefighting hoods
- 2 pairs of structural firefighting gloves
- 1 structural firefighting gear bag
- 1 winter gear bag

\$100 Annual Work Related Footwear Allowance

Changes in uniform style shall be consistent for all members, with the exception of the polo shirts worn by Lieutenants. To maintain consistency within the Department's appearance, reasonable efforts should be made, when possible, to ensure that members will wear the Fire Department t-shirt when reporting to the station for a callback.

Section 2. Dress Uniforms

- 2 Fire Department badges
- 2 name badges
- 2 start date badges
- 1 bell cap badge
- 1 pair white gloves
- 1 bell cap
- 1 dress coat
- 1 dress shirt
- 1 dress pants
- 1 dress tie
- 1 dress belt
- 1 pair dress shoes

Firefighters shall not be issued dress uniforms until they have successfully completed their probation. Firefighters who have successfully completed their probation and who have served a minimum of two (2) years may keep their dress uniforms.

Section 3. Uniform Replacement

The Employer will replace commissary items that are worn out through wear and tear or that the Fire Chief deems necessary to replace. Uniform replacement will be made by turning in the worn garment to the Fire Chief or his designee prior to receiving the new garment. It will be at the discretion of the Fire Chief or his designee only to determine whether replacement is necessary.

Section 4. Eyeglasses, Contact Lenses, and Watches

The Employer agrees to pay the cost of repair or to replace prescription glasses or contact lenses up to the amount of three hundred dollars (\$300.00) per incident.

The Employer agrees to repair or to replace watches required for work up to the amount of fifty dollars (\$50.00) per incident.

The above items will be replaced or repaired when such items are damaged or lost while firefighting, assisting a patient on ambulance duty or while on a rescue response or when deemed justifiable by the Fire Chief.

Section 5. Uniform Changes

The entire cost of any changes in uniform style or new items required by the Fire department shall be borne by the Employer. Any elective changes requested by the Firefighters shall be proposed by the Union rather than individual Firefighters and may be authorized with the permission of the Fire Chief, if paid by the Firefighters and provided they conform to the Employer's standards. The elective items will become part of the initial clothing issue for newly hired Firefighters.

ARTICLE 26: EDUCATION POLICY

Section 1. Purpose.

The purpose of the educational policy is to encourage the members to take an active interest in developing their skills and abilities as members of the Sycamore Fire Department. Allowing the members to realize their full potential as professional fire fighters provides our community with the best possible fire protection. This policy shall apply equally and without favoritism.

Section 2. Classes Approved For Educational Leave.

Educational leave is for the purpose of encouraging fire fighters to maintain and/or improve their abilities as fire fighters. Employees shall be granted time off with pay for educational purposes with the approval of the Fire Chief or, in his absence, his designee. Firefighters who attend a forty-hour class shall be relieved from duty for two (2) duty shifts. Educational leave is to be used to attend classes approved by the Office of the State Fire Marshall or the National Fire Academy, classes required for a fire science degree, conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skills and professional ability. Classes needed to maintain certifications for special assignments shall not interfere with a Firefighter's ability to take Tier I, II, or III classes.

Section 3. Reimbursement Policy.

The City agrees to reimburse actually incurred costs for tuition, room and board, books, meals, and mileage using the GSA for any employee who attends approved training that requires travel in excess of sixty (60) miles one way. Receipts are required to verify expenses except where impractical. The Employer also agrees to reimburse actual incurred costs for conferences, seminars, etc., and expenses as approved by the Fire Chief. For classes that are held less than sixty (60) miles from Sycamore and lunch is not provided, it shall be reimbursed at using the GSA allowances and mileage shall be reimbursed at the IRS limit. Receipts are required to verify expenses except where impractical. No per diem or mileage will be paid for classes held at the Sycamore Fire Department. For all classes in excess of four (4) hours held at the Sycamore Fire Department, a lunch will be provided by the Department at no cost.

The Department training officer shall provide members with an expense voucher form and travel distance map before they depart for training sessions.

Section 4. Education Differential.

EMT-B and EMT-P salary increments shall be paid as stated in Appendix "A."

Educational Incentive Increment: Any full-time member who successfully completes classes offered by any accredited program or any class which is specifically required for a fire science degree, or any fire/E.M.S. related college level course with a passing

grade (any grade lower than a C will not qualify for reimbursement) will receive the following:

15-29 College Education Credits	\$25 per month
30-44 College Education Credits	\$50 per month
45-59 College Education Credits	\$75 per month
60-119 College Education credits (Associate degree)	\$100 per month
120-159 College Education Credits (Bachelor's Degree)	\$150 per month
160 or more College Education Credits (Master's degree)	\$200 per month

All courses must be completed through a state accredited 2- or 4-year institution of higher education. Proper documentation of the number of hours completed shall be submitted to the department training officer. The Fire Chief shall determine whether the classes meet the above-referenced requirements.

Section 5. Training

These certifications and those listed below may change from time-to-time or be referenced differently depending on the facility offering the certification. Equivalent courses may satisfy the requirements listed below if approved by the Fire Chief.

The following Tier I certifications are requirements for successful job performance after initial employment / Promotion is made. Tier II certifications are outlined to better prepare employee for next promotable rank:

Firefighters

A. Tier I—Firefighters

- BOF / EMT-P
- Fire Apparatus Engineer
- Vehicle and Machinery Operations
- Advanced Technician Firefighter / Firefighter III
- NIMS 100, 200, 700 and 800 (to be done online/in house)

Firefighters must have Tier I certifications prior to taking any other Tier level classes.

B. Tier II—Firefighters

- COFO (Company Fire Officer) / Fire Officer I
- Instructor I
- Blue Card Incident Command Training (online portion) * or other Incident command class

C. Tier III - Firefighter

- Leadership Development and Decision-Making Program: Firefighter Level
- Engine Company Operations
- Truck Company Operations

Lieutenants

D. Tier I—Lieutenants

- All Tier I and Tier II Firefighter certifications
- Incident Safety Officer
- Fire Ground Company Officer (or equivalent)
- Approved Incident Command Class

Tier I Lieutenant certifications should be attained prior to taking any other Tier classes.

E. Tier II—Lieutenants

- Advance Fire Company Officer / Fire Officer II
- Instructor II

F. Tier III - Lieutenants

- Leadership Development and Decision-Making Program: Officer Level
- Health and Safety Officer (Finish Fire Department Safety Officer Certification)
- NIMS 300 and 400

Battalion Chiefs

G. Tier I—Battalion Chief

- All Tier I and II Lieutenant certifications
- Leadership Development and Decision-Making Program: Chief Officer Level
- Training Program Manager
- Fire Ground Chief Officer

H. Tier III—All membership

- Any OSFM or or other accredited program's Certification Class, Fire Service Seminar/Conference
- State and National Fire Academy programs
- Classes related to Job Assignment / Special Team Assignment

Section 6. Training Order

Tier 1 classes shall be considered as a priority to get all members trained to the highest level. All classes shall be offered by seniority on a rotating basis. The Training Officer shall keep a list of classes taken by seniority so that members know their placement on the training list.

All classes shall be offered by seniority on a rotating basis. When a Bargaining Unit member turns down a class or is accepted to a class, they will then be moved to the bottom of the order. If a class is canceled for any reason, the cancellation will not count against the Firefighter, and that Firefighter shall be moved to the top of the seniority list. If for some reason a Firefighter is scheduled for a class and is unable to attend, the Training Officer will offer that class to the next Firefighter on the top of the seniority list. If that class is not taken, it will not affect the order, unless the class was taken. The Firefighter that was originally scheduled to take the class will remain in the order as if they had taken the class.

Members shall be allowed to take at least one (1) class per year equal to forty (40) hours, subject to budgetary constraints and manpower availability. One-day classes shall not count against the commitment to one (1) 40-hour class per member. Required training for newly hired career Firefighters and newly promoted officers will be prioritized and separated from the Department's on-going training budget. The commitment to one (1) 40-hour class per member will not affect the City's commitment to support continuing education to maintain certifications. The City will provide worker's compensation benefits according to applicable law while employees attend training approved by the Fire Chief.

ARTICLE 27: COMPENSATION AT SEPARATION

Any employee who resigns, retires, is dismissed, dies, or is laid off becomes eligible and shall be compensated accordingly for all his accumulated overtime, holiday time, and vacation time, including pro rata pay for sick leave due for the current year.

ARTICLE 28: VACATION LEAVE

The vacation schedule is set out and attached as Appendix "B," which shall form a part of, and be subject to, all provisions of this Agreement.

ARTICLE 29: HOLIDAYS AND BIRTHDAYS

Section 1. Definition.

For the purpose of this article a holiday shall be defined as a shift that a bargaining unit member works which the City has recognized as a holiday. This shift shall be consistent with the normal platoon duty shift for scheduling purposes as will be the holiday associated with it.

Section 2. Contractual Holidays.

The six (6) contractual holidays are:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Section 3. Holidays.

Employees who work any of the six (6) contractual holidays listed above will receive twelve (12) additional hours at their regular rate-of-pay per holiday worked.

Section 4. Holiday Routine.

Except for cases of emergency the holiday routine shall be as follows. On any contractual holiday, or any holiday declared by the City, the on-duty shift shall work under a holiday routine which shall consist of the usual morning equipment check after which the regular daily work routine will be suspended.

ARTICLE 30: SICK LEAVE

Section 1.

Employees shall earn eighteen (18) hours of sick leave for each month of service.

Section 2.

Employees shall accumulate sick leave to a maximum of 2880 hours.

Section 3.

Any employee incurring a non-duty sickness or disability shall receive sick leave with pay to the extent of sick days accumulated. Job-related sickness or disability shall not be charged to the cumulative sick leave of the employee.

Section 4.

Sick leave may be used in increments of less than a full shift for valid reasons given, subject to approval of the Fire Chief or his designee. The parties agree that deductions from accumulated sick leave shall be on an hour-for-hour basis. Employee may take a twelve (12) hour period off to take care of a sick family member. These times shall be 7:00 a.m. to 7:00 p.m. or 7:00 p.m. to 7:00 a.m. An employee may request and receive a smaller amount of time with the approval of the Fire Chief or his designee.

Section 5.

Employees on the date of this Agreement shall be compensated in cash at their regular hourly rate of pay for any unused accumulation of sick leave up to the maximum identified in Section 2 when they are permanently separated from the service by resignation, death, retirement, or discharge.

ARTICLE 31: JOB-RELATED MEDICAL LEAVE OF ABSENCE

An employee unable to work because of a job-related disabling condition shall be entitled to a leave of absence at his regular rate of pay for the time which he is medically certified as being unable to work, up to one (1) year.

During such leave of absence, the Employer will maintain regular payments into medical and pension plans to ensure continued coverage for the employee and any dependents. Seniority, vacation benefits, and pension credits shall be given for the time spent on such a leave of absence.

ARTICLE 32: BEREAVEMENT LEAVE

An employee shall be allowed one (1) shift off with pay in the event of a death in the immediate family. Family shall be defined to include:

- spouse
- child (including stepchild)
- parent
- stepmother
- stepfather
- mother-in-law
- father-in-law
- grandmother
- grandfather
- grandchild
- sister
- brother
- sister-in-law
- brother-in-law
- significant other

One additional shift may be granted by the Fire Chief for extensive travel. "Significant Other" shall mean a person who has regularly resided with the employee for at least twelve (12) consecutive months prior to the death. Documents which demonstrate that the parties lived together for at least twelve (12) consecutive months will generally suffice in meeting this requirement.

ARTICLE 33: COURT LEAVE

The Employer shall grant leave with pay at the employee's appropriate hourly rate to any employee for the period of time he is required to appear in the course of his employment before a court, judge, justice, coroner, or magistrate. If any employee is required to appear before a court, justice of the peace or magistrate for any reason outside his/her employment, they may use comp time to cover time lost. Actual time away from work shall be deducted from his/her comp time bank at the request of the employee.

ARTICLE 34: JURY DUTY

A member who is required to report for jury duty or jury service shall be excused from work for the period of time which he is required to report and/or serve, and he shall receive for such hours which he otherwise should have worked, the difference between his regular pay and the payment he received for jury service. Each member serving shall present to the Fire Chief upon request proof of service and proof of the amount of pay received.

ARTICLE 35: HEALTH BENEFITS

Section 1.

The cost of the premiums for health insurance shall be paid as follows:

The Employer shall pay the premium minus \$100.00 with a \$250.00 to \$300.00 deductible per person for the employee and Employer shall pay 85% of the cost of the premium with a \$600.00 to \$750.00 deductible per family for each of the employee, the employee's spouse and the employee's children as prescribed by federal law, if insured, for the City-sponsored health insurance plan. The employee shall pay \$100.00 over twenty-six (26) pay periods towards individual coverage to a total not to exceed 15% of the cost of the premium with a \$600.00 to \$750.00 deductible per family.

Section 2.

The City agrees to provide (a) bargaining unit employees with twenty (20) years of service hired prior to April 1, 1982, and (b) bargaining unit employees hired between April 1, 1982, and April 30, 1986, who have completed twenty (20) years of service and reached the age of sixty-five (65), who retire during the term of this Agreement, with the same insurance coverage as bargaining unit employees, at City expense. In the event of the death of any retired employee (after twenty (20) years of service and hired before April 1, 1982), such employee's surviving spouse shall be entitled to receive the continuing insurance with premiums paid by the City until his/her death or remarriage as the case may be. If a retiree should obtain employment and become covered by insurance through that employment, he shall no longer be eligible for City-provided health insurance. Employees hired after May 1, 1986, and employees not covered above, who retire during the term of this Agreement, shall be entitled to coverage provided for by state law, if any, as it may from time to time be amended.

Section 3.

The City reserves the right to change insurance carriers or plans provided the benefit levels and the coverage shall remain substantially the same as those provided for in the current health insurance plan (i.e., Blue Cross/Blue Shield).

Section 4.

The City and the Union agree to maintain an ADHOC committee. This committee shall investigate and make effective recommendations concerning health insurance (plans and cost) to the City Manager of Sycamore.

Section 5.

The City shall maintain a Section 125 Flexible Spending Account plan, for purposes of employee contributions for un-reimbursed medical and dependent care expenses and City-provided health insurance premiums, as authorized under §125 of the Internal Revenue Code as long as such plan continues to be allowed by the Internal Revenue

Service. The costs of renewal and administration of the plan shall be borne by the plan participants.

Section 6.

Employees shall be provided with a copy of the insurance policy and coverage.

Section 7.

Members of IAFF Local 3046 will participate in a Retirement Healthcare Funding Plan governed by the Internal Revenue Code. The Plan will be established and administered by a third-party provider selected by the group. The City will honor the group's elected contribution through payroll deduction as allowed by law.

Employee contributions will be dictated by the plan document appended to this agreement.

ARTICLE 36: LIFE INSURANCE

The Employer shall provide twenty-five thousand (\$25,000) in life insurance protection for each full-time employee covered by this Agreement.

ARTICLE 37: DISABILITY PENSION AND RETIREMENT PLAN

Each member of the Fire Department shall receive such coverage or benefits as authorized by statute. See 40 ILCS 5/4-101 et. seq.

ARTICLE 38: SAFETY AND HEALTH

Section 1. General.

The Employer and the Union shall cooperate fully in the matters of safety, health and sanitation affecting the members of the Fire Department.

Section 2. Turn-out Equipment.

The Employer shall furnish turn-out equipment which is in good condition and the proper size. At the completion of probation, a new set of turn-out equipment shall be issued to the former probationary Firefighter, unless that Firefighter has already been issued a new set of gear. Said turn-out equipment shall consist of, but not be limited to:

- 1 fire coat
- 1 helmet
- 1 pair bunker pants
- 1 pair suspenders
- 1 pair gloves
- 1 pair of leather fire boots
- 1 fire hood
- 1 SCBA face piece
- 1 SCBA regulator
- 1 SCBA face piece bag
- Name on turnout coat
- Traffic Control Vest

The type, kind, and amount of equipment are to be determined by the Employer, as provided by law. Changes in turn-out gear style shall be consistent for all members.

Section 3. Joint Occupational Safety and Health Committee.

It is the desire of the employer and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, death, injuries, and illnesses in the fire service.

The employer and the Union shall each appoint one (1) member as an occupational safety and health officer. These safety officers will meet quarterly and/or when necessary to discuss safety and health conditions.

Records shall be kept of all job-related accidents, injuries and illnesses which shall be maintained by the Fire Department. 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 the safety officers.

All disputes arising out of this article and not resolved by the occupational safety and health officers shall be governed by the normal grievance procedures.

Section 4. Personal Gear

Beginning May 1, 2004, personally owned gear will only be allowed to be worn in cases where Firefighters have already received approval from the Fire Chief, and only if such equipment meets or exceeds the standards of equipment issued by the department. In

such instances, a letter of approval from the Fire Chief shall be given to the department Quartermaster and copied to the employee's personnel file.

ARTICLE 39: PROMOTIONS

Promotions to the rank of Lieutenant and Battalion Chief shall be governed by 50 ILCS 742/1 et. Seq. (2003) and all other applicable state statutes and the Rules of the Board of Fire and Police Commission that are not in conflict with such statutes or the provisions of this Agreement. The Firefighter's Promotion Act 50 ILCS 742/1 et. Seq. (2003) will govern any items or procedures not specifically covered in this article. Any change in rank structure or subsequent promotions shall be subject to collective bargaining.

Section 1. Promotional Exam for Battalion Chief.

- A. Announcements for promotional examinations shall be posted at each station 120 days prior to the examination. All current SOPs, SOGs, rules and regulations subject to testing shall be current and available 120 days prior to the exam.
- B. A list of text and reference materials that may be used for study purposes will be given to employees ninety (90) days prior to the examination. A complete and current set of text and reference materials will be made available to each shift at each station. In each station and one (1) complete set placed on reserve at the Sycamore Public Library.
- C. A vacancy 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.
- D. Any Lieutenant with the Sycamore Fire Department shall be eligible for the promotional examination process. All examinations shall be competitive among such eligible members of the next lower rank as desire to submit to such examination.

E. The weighted score for Battalion Chief promotional examinations shall be as follows:

1. Written Examination Score 35%
2. Seniority at time in rank 10%
(1% for each year of creditable service, 1/12th % for each month up to 10%)
3. Assessment Panel of Rank above tested position or Chiefs 50%
 - a. Panel of 3 Agreed upon outside participants between labor/ management or an agreed upon outside testing company with an assessment process assessing candidates on Sycamore Fire SOG/ SOP
 - b. Assessment will be on a Range of SOG/SOP/ Rules based on a list given to the candidates
4. Chief's Points 5%

The Chief's points shall take into consideration professional experience including, but not limited to academic achievement in a related field (e.g., associate's degree, or bachelor's degree, or master's degree); successful completion of IL OSFM courses for fire officer and fire prevention officer certification; successful completion of IL OSFM certification courses in fire investigation and instruction; etc.

F. All promotional examination processes shall be administered in the following order:

1. Step 1. Department Seniority
2. Step 2. Professional Achievements/Chief's Points
3. Step 3. Assessment Panel
4. Step 4. Written Examination

At the close of each step, the results shall be posted.

G. Monitoring

The City of Sycamore and IAFF Local 3046 shall each choose an independent monitor who is not, and never has been, an employee or appointee of the City of Sycamore to observe the administration, scoring, and posting of the scores for the written examination and subjective components of the promotional process. Observers may not interfere with the promotion process but shall promptly report any observed or suspected procedure violations to the City of Sycamore Police and Fire Commission, the Sycamore Fire Chief, and IAFF Local 3046.

H. Written Examination

1. Structure of the test

All test questions will be selected by the testing company from referenced study materials, as well as published and posted SOPs, SOGs, and rules and regulations of the Sycamore Fire Department.

2. Administration of the test

- a. The test shall be administered by test proctors from the testing company selected by the Sycamore Fire and Police Commission.
- b. All questions will be cited for the source and page location of the material.

3. Observer Review Procedure

- a. The Sycamore Fire Chief and designee and a Union representative will convene immediately following the administration of the test and review the test questions used on the exam for validity in terms of the operations of the Sycamore Fire Department. Questions deemed inappropriate or invalid by consensus will be removed from the scoring process. Questions missed by more than 80% of the candidates will be removed from the scoring process.
- b. Statistical analysis of the test questions will be conducted to determine the validity of the questions.

I. Seniority Based on Time in Rank

Seniority will be determined by granting 1 point for each completed year of credible service at the rank of Lieutenant, and 1/12 of a point for each month to a maximum of ten (10) points. Partial months do not count for scoring purposes. A seniority list will be compiled with appropriate points, mailed to candidates, posted on departmental bulletin boards, and copied to the distribution list.

J. Assessment Panel

1. The Assessment Panel process will be completed before the administration of the written test.
2. The Assessment Panel will be composed of the three (3) outside agreed upon participants at the rank of Battalion Chief or above. Or an agreed upon outside testing company with an assessment process.
3. The Assessment Panel will interview each candidate separately.
4. The Assessment Panel will cover a predetermined range of Sycamore Fire department SOP/SOG and department rules, any other operational/ administrative material deemed appropriate, announced in advance of the Assessment interview. All materials used will be agreed upon by labor/ management.
5. Each Assessment panel participant will compile responses and the average scores tabulated for the final scoring total.

6. All candidates will be given their averaged scores by the board. The compiled list of the results will be posted.

K. Selection of Top Candidate

As promotional opportunities occur, the Fire and Police Commission shall appoint the member 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-ranking person on the list if the appointing authority has reason to conclude that the highest-ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the 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 20 of this Agreement.

L. Voluntary Reductions

Employees promoted to the rank of Battalion Chief may voluntarily request or accept assignment to the rank of Lieutenant, subject to approval by the City. All requests for or acceptances of such voluntary reductions shall be in writing and shall be signed by the employee and be directed to the Fire Chief. No reduction shall become effective without the written approval of the Fire Chief and the City Manager. A certified employee who is assigned and accepts a voluntary reduction to Firefighter shall be certified in the rank of Firefighter with salary and benefits commensurate with seniority in the Department.

Section 2. Promotional Exam for Lieutenants

- A. Announcements for promotional examinations shall be posted at each station 120 days prior to the examination. All current SOPs, SOGs, rules and regulations subject to testing shall be current and available 120 days prior to the exam.
- B. A list of text and reference materials that may be used for study purposes will be given to employees ninety (90) days prior to the examination. A complete and current set of text and reference materials will be made available to each shift at each station. In each station and one (1) complete set placed on reserve at the Sycamore Public Library.
- C. A vacancy 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.

- D. Any employee with five (5) years or more seniority with the Sycamore Fire Department shall be eligible for the promotional examination process. A member must have Firefighter III or Advanced Firefighter Certification to be promoted. Probationary periods shall be credited as time of service required for promotional examination. All examinations shall be competitive among such eligible members of the next lower rank as desire to submit to such examination.
- E. The weighted score for Lieutenant promotional examinations shall be as follows:
1. Written Examination Score 35%
 2. Departmental Seniority 20%
(1% for each year of creditable service, 1/12th % for each month up to 20%)
 3. Assessment Panel of Rank Lieutenant or higher position 40%
 - a. Panel of 3 agreed-upon outside participants between labor/ management assessing candidates on Sycamore Fire SOG/ SOP or an agreed upon outside testing company with an assessment process assessing candidates
 - b. Assessment will be on a Range of SOG/SOP/ Rules based on a list given to the candidates.
 4. Chief's Points 5%

The Chief's points shall take into consideration professional experience including, but not limited to academic achievement in a related field (e.g., associate's degree, or bachelor's degree, or master's degree); successful completion of IL OSFM courses for fire officer and fire prevention officer certification; successful completion of IL OSFM certification courses in fire investigation and instruction; etc.
- F. All promotional examination processes shall be administered in the following order:
1. Step 1. Department Seniority
 2. Step 2. Professional Achievements/Chief's Points
 3. Step 3. Assessment Panel
 4. Step 4. Written Examination

At the close of each step, the results shall be posted.

G. Monitoring

The City of Sycamore and IAFF Local 3046 shall each choose an independent monitor who is not, and never has been, an employee or appointee of the City of Sycamore to observe the administration, scoring, and posting of the scores for the written examination and subjective components of the promotional process. Observers may not interfere with the promotion process but shall promptly report any observed or suspected procedure violations to the City of Sycamore Police and Fire Commission, the Sycamore Fire Chief, and IAFF Local 3046.

H. Written Examination

1. Structure of the test

All test questions will be selected by the testing company from referenced study materials, as well as published and posted SOPs, SOGs, and rules and regulations of the Sycamore Fire Department

2. Administration of the test

- a. The test shall be administered by test proctors from the testing company selected by the Sycamore Fire and Police Commission.
- b. All questions will be cited for the source and page location of the material.

3. Observer Review Procedure

- a. The Sycamore Fire Chief and designee and a Union representative will convene immediately following the administration of the test and review the test questions used on the exam for validity in terms of the operations of the Sycamore Fire Department. Questions deemed inappropriate or invalid by consensus will be removed from the scoring process. Questions missed by more than 80% of the candidates will be removed from the scoring process.
- b. Statistical analysis of the test questions will be conducted to determine the validity of the questions.

I. Department Seniority

Departmental seniority will be determined by granting 1 point for each completed year of credible service, and 1/12 of a point for each month to a maximum of twenty (20) points. Partial months do not count for scoring purposes. A seniority list will be compiled with appropriate points, mailed to candidates, posted on departmental bulletin boards, and copied to the distribution list.

J. Assessment Panel

1. The Assessment Panel process will be completed before the administration of the written test.
2. The Assessment Panel will be composed of the three (3) outside agreed upon participants at the rank of Lieutenant or higher or an agreed upon outside testing company with an assessment process assessing candidates

3. The Assessment Panel will interview each candidate separately.
4. The Assessment Panel will cover a predetermined range of Sycamore Fire department SOP/SOG and department rules, any other operational/ administrative material deemed appropriate, announced in advance of the Assessment interview. SOP/SOG and department rules used will be agreed upon by labor/ management.
5. Each Assessment Panel participant will compile responses and the average scores tabulated for the final scoring total.
6. All candidates will be given their averaged scores by the board. The compiled list of the results will be posted.

K. Selection of Top Candidate

As promotional opportunities occur, the Fire and Police Commission shall appoint the member 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-ranking person on the list if the appointing authority has reason to conclude that the highest-ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the 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 20 of this Agreement.

L. Voluntary Reductions

Employees promoted to the rank of Lieutenant may voluntarily request or accept assignment to the rank of Firefighter, subject to approval by the City. All requests for or acceptances of such voluntary reductions shall be in writing and shall be signed by the employee and be directed to the Fire Chief. No reduction shall become effective without the written approval of the Fire Chief and the City Manager. A certified employee who is assigned and accepts a voluntary reduction to Firefighter shall be certified in the rank of Firefighter with salary and benefits commensurate with seniority in the Department.

ARTICLE 40: PREVAILING RIGHTS

All non-economic rights, privileges and working conditions affecting the day-to-day work of the men enjoyed at the present time, which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

There shall be a committee comprised of two (2) members appointed by the Chief and two (2) members appointed by IAFF president. The Committee shall meet during the term of this Agreement to identify the non-economic rights, privileges and working conditions which are required to remain in force pursuant to this provision. It is the intent of the parties to substitute in the successor agreement a listing of the specific non-economic rights, privileges and working conditions which the parties are required to remain in force pursuant to this provision. Non-economic rights, privileges and working conditions to which the parties cannot agree shall be identified and the dispute may either be deferred for negotiations during the successor negotiations or be submitted to arbitration by either party in accordance with the provisions of Article 18 of the Agreement.

Nothing contained herein is intended to preclude either party from making a proposal during successor negotiations to modify the scope of this article as it currently exists.

ARTICLE 41: EMT

Section 1. Eligibility.

EMT-P Current Firefighters. A minimum of thirteen (13) full-time paid Firefighters shall maintain EMT-P certification. No Firefighter may voluntarily withdraw from active paramedic duty if such withdrawal would reduce the number of active and certified paramedics below the minimum necessary to sustain the paramedic service, or before that Firefighter shall have served a minimum of eight (8) full years as a paramedic with the Sycamore Fire Department.

EMT-P Newly-Hired Firefighters. Such certification is a condition of employment for all new Firefighters.

EMT-B Any current fire fighter who maintains EMT-B certification will be allowed to work in that classification.

Section 2. Overtime.

Overtime shall be paid at the regular rate of time and a half to anyone training to retain their EMT-B or EMT-P certification or any Firefighter training to attain or retain their EMT-P during their off-duty hours.

Section 3. Maintenance of Certification.

Unless otherwise covered in this agreement, a failure to maintain EMT certification, once achieved, may result in discipline, suspension, or discharge.

Section 4. Covering Vacancies for EMT-P's Scheduled Off Duty.

When a fire fighter EMT-P who is assigned to ambulance duty is scheduled off-duty, if a replacement is deemed necessary by the Chief or his designee to meet the staffing

levels after the effective date of this Agreement, a bargaining unit member shall be called in to cover this duty whenever possible.

Section 5. Pay Incentive.

Incentive pay for EMT-P certifications shall conform to the provisions of Appendix "A."

Section 6. Other EMT Duties

The City and Union agree to discuss utilizing EMT-B's or EMT-P's to provide other potential EMT services such as community paramedicine, mobile integrated health care and/or healthcare facility transfer services to the community.

ARTICLE 42: SPECIAL ASSIGNMENTS

Section 1. Filling of Special Assignments.

- A. When Special Assignments are offered to Bargaining Unit members, selections shall be made on the basis of the most qualified senior bargaining unit applicant. A committee consisting of two (2) IAFF members selected by the Union President and two (2) members selected by the Fire Chief shall review qualifications. The Fire Chief will make the assignment based on the recommendation of the committee.
- B. When openings in special assignments become available, they must be posted for thirty (30) days. A sign-up sheet with starting and closing dates must also be posted for those interested during that period of time. The opening shall be filled within thirty (30) days of the closing date.
- C. All Special Assignment personnel shall complete their portion of the daily work routine before starting their Special Assignment. They may be exempt from their daily work routine if the Fire Chief or Shift Commander deem it necessary for the completion of a priority task.
- D. Special Assignment personnel may be allowed to attend educational opportunities that aid in their duty objectives. Attendance to these educational opportunities shall be permitted only with the approval of the Fire Chief.
- E. Overtime for all Special Assignments shall be in accordance with Article 24, Callback and Overtime.
- F. Inability of a Bargaining Unit member to perform Special Assignments requested by the Fire Chief, alone shall not affect their job security as a Firefighter, however, nothing contained herein shall be construed as prohibiting the Fire Chief from revoking any special duty assignment, or discipline of a Firefighter for inaction or misconduct.

Section 2. Tier System.

Special Assignments are segmented into 3 tiers consisting of 12 Special Assignments and are separated based on the following criteria: required education, required continuing education and minimum member time commitment. Special Assignments are also classified as either a MABAS team, an operational team or assignment, or a supplemental team or assignment.

Below is a table outlining the special assignment tier system with classifications:

Tier	Special Assignment	Classification
I	HazMat	MABAS TEAM
	Technical Rescue	MABAS TEAM
	Fire Investigations	Operational
II	Building Maintenance & Small Tools	Operational
	EMS	Operational
	Fire Prevention Bureau	Operational
	Fleet Maintenance	Operational
	Public Education	Operational
	Quartermaster	Operational
III	Apprenticeship	Supplemental
	Technology and Communication	Supplemental
	Training	Supplemental

Section 3. Special Assignment Commitment Period.

Time commitments for Special Assignments are largely based on required education and subsequent continuing education, which is outlined in Fire Department Policy 242.01. These time commitments are guidelines for local members and Fire Department administration for planning purposes. If commitments cannot be fulfilled, those cases will be investigated case-by-case, and exceptions can be made if mutually agreed upon by the Labor management process.

- Tier I – 5-year commitment
- Tier II – 3-year commitment
- Tier III – 1-year commitment

Section 4. Special assignment guidelines for members.

- A resume is required when applying for a Special Assignment in order to ensure the committee has the proper decision-making information. Members may submit their own resume or will be supplied with a blank Sycamore Fire Department Special Assignment resume if preferred.

- During the selection process, Coordinators or Team Leads will be required to interview for the applied position before the aforementioned committee.
 - Assistants will be selected by the committee, but will not be interviewed
- Members may only be selected to one (1) Tier I team, with exceptions made by the Fire Chief.
- Members may only be selected as Coordinator or Team Lead of on (1) Special Assignment.
- Members will be allowed to be selected to a maximum of four (4) total Special Assignments.
- Inability to complete required continuing education or requirements will result in removal of a Special Assignment.
- If members would like to remain on a Special Assignment after the time commitment for the Special Assignment expires, they will have to reapply.
- Tier I teams will have a minimum of six (6) members. The Fire Chief will have the ability to hold members on a team if their time commitment expires for operational purposes, so long as necessary training and continuing education are properly funded by the City.

Section 5. Guidelines for 4-member selection committee

- When the need arises, the selection committee will be formed as follows:
 - Two (2) Union members will be selected by the Union President
 - Two (2) Fire Department members will be selected by the Fire Chief
- The committee will consider the following when selecting members (in no particular order):
 - Equal distribution of Special Assignments
 - Qualifications
 - Seniority
 - Interview quality for Team Leads or Coordinators
- Committee members will vote for their candidates of choice, then a committee representative chosen within the committee will write formal recommendations for the Fire Chief to review.
 - Team Leads or Coordinators will be recommended based on the above criteria guidelines (including resume).
 - Assistants will be recommended based on the above criteria guidelines (including resume, no interview required).

Section 5. Special Assignment Duties and Descriptions.

Tier I

A. Fire Investigations

The function of the Fire Investigation team shall be to respond to and assist in investigating the cause and origin of fires within the City of Sycamore and Sycamore Fire Protection District. Fire Investigation team members may also function as subject matter experts on incidents or as instructors for training with the Department. If requested from neighboring Fire Departments, Sycamore Fire Investigators may assist with other jurisdiction's fire investigations, with Fire Chief approval.

The Fire Investigation team shall consist of one (1) Coordinator and five (5) Assistants. The Coordinator will assist the assigned Battalion Chief and/or Chief Officer with duties including recording team member's continuing education hours and be involved in budgeting, as necessary. The Coordinator position does not hold precedence over Assistant positions regarding the investigations of fires, as opportunities shall be distributed as equally as possible.

The Fire Investigations Team Lead and Assistants shall receive a bonus of \$100 per year.

B. Hazardous Materials (HazMat)

The function of the Hazardous Materials (HazMat) team shall be to respond to and assist in mitigating incidents which involve or may involve hazardous materials. HazMat team members may also function as subject matter experts on incidents or as instructors for training with the Department. HazMat team members will also function with and be rostered on the MABAS Division 6 HazMat team and shall respond on duty or may respond off-duty to requests for the MABAS Division 6 HazMat team. In emergency responses which require a HazMat commander or sector in ICS, HazMat team members may be utilized in this role if their level of expertise, training, or certification is higher than that of available officers.

The HazMat team shall consist of one (1) Team Lead and five (5) Assistants. The Team Lead will assist the assigned Battalion Chief and/or Chief Officer with duties including recording team member's continuing education hours and be involved in budgeting, as necessary. The Team Lead will coordinate with the MABAS Division 6 Coordinator in order to disseminate training information to SFD HazMat team members and assist with recording attendance.

Atmospheric Monitoring Duties: During the selection process, the selection committee shall assign one (1) qualified team member the task of regular maintenance, calibration, and preventative maintenance scheduling regarding atmospheric monitoring equipment for the Fire Department's stations and apparatus equipment. This member will be referred to as the "Monitoring Lead." With Fire Chief approval, additional willing Fire Department members may assist the Monitoring Lead with additional work, as necessary.

The HazMat Team Lead and Assistants shall receive a bonus of \$100 per year.

C. Technical Rescue Team (TRT)

The function of the Technical Rescue Team (TRT) shall be to respond to and assist in mitigating incidents which involve or may involve technical rescue. TRT members may also function as subject matter experts on incidents or as instructors for training with the Department. TRT members will also function with and be rostered on the MABAS Division 6 Technical Rescue Team and shall respond on duty or may respond off-duty to requests for the MABAS Division 6 Technical Rescue Team. In emergency responses which require a TRT commander or sector in ICS, TRT members may be utilized in this role if their level of expertise, training, or certification is higher than that of available officers.

The Technical Rescue Team shall consist of one (1) Team Lead and five (5) Assistants. The Team Lead will assist the assigned Battalion Chief and/or Chief Officer with duties, including recording team members' continuing education hours and be involved in budgeting, as necessary. The Team Lead will coordinate with the MABAS Division 6 Coordinator and disseminate training information to SFD TRT members and assist with recording attendance.

The TRT Lead and Assistants shall receive a bonus of \$100 per year.

Tier II

A. Building Maintenance and Small Tools (BMAST)

The Building Maintenance and Small Tools (BMAST) team Coordinator and Assistant(s) shall be bargaining unit members tasked with regular routine maintenance of Fire Department buildings and grounds, as well as small tool maintenance of both apparatus tools and equipment and station designated tools and equipment, at the discretion of the Fire Chief.

The BMAST Coordinator shall be allowed to set up a routine maintenance schedule in which they or the Assistants will be allowed to perform the necessary and preventative maintenance required to keep Fire Department building, grounds, small tools, and equipment in proper repair and in good running order. The BMAST Coordinator will review the budget with the Fire Chief, as necessary. The Coordinator will also be responsible for record keeping in conjunction with the Fire Chief. The Coordinator position does not hold precedence over Assistant positions regarding Building Maintenance and Small Tools related work, as opportunities shall be distributed as equally as possible.

The BMAST Assistant(s) shall work under the supervision of the Coordinator and will be allowed to perform the necessary repairs and preventative maintenance required to keep Fire Department buildings, grounds, small tools, and equipment in good running order.

Self-Contained Breathing Apparatus (SCBA): During the selection process, the selection committee shall assign one (1) qualified team member the task of regular maintenance of the Department's SCBA's, including scheduling and performance of "fit testing" for Fire Department members. This member will be referred to as the "SCBA Lead." With Fire Chief approval, additional willing Fire Department members may assist the SCBA Lead with fit testing or maintenance, as necessary.

B. *Emergency Medical Services (EMS)*

The EMS Coordinator and Assistant(s) shall be Bargaining Unit members responsible for assisting all Sycamore Fire Department EMS personnel with maintaining and attaining required certifications as required by this agreement.

The Coordinator shall also set up programs to allow for required education, per the Illinois Department of Public Health's guidelines. The EMS Coordinator shall hold a current Illinois EMT-P License and act as a liaison between Fire Department members and the EMS System/Resource Hospital. The Coordinator will assist the assigned Battalion Chief and/or Chief Officer with continuing education needs and record keeping and will be afforded the opportunity to review the Department's budget related to EMS. Assistants shall work under the direction of the Coordinator.

The EMS Coordinator shall receive a bonus of \$1,200 per year, paid at \$100 per month.

C. *Fire Prevention Bureau (FPB)*

The Fire Prevention Bureau (FPB) Coordinator and Assistant(s) shall be Bargaining Unit members responsible for assisting the assigned Battalion Chief and/or Chief Officer with work related to building compliance as it relates to the Fire Department within the City of Sycamore.

The Coordinator and Assistants shall assist the assigned Battalion Chief and/or Chief Officer with duties related to building inspections (new and existing), building pre-plans, residential and commercial Knox boxes, recording keeping, budgeting and other work deemed necessary by the assigned Battalion Chief and/or Chief Officer. Assistants shall work under the direction of the Coordinator.

The Fire Chief and Local 3046 Executive Board shall have the ability to mutually agree to make exceptions in special situations regarding the addition of team members when it relates to light duty or long-term assignments, as necessary.

D. *Fleet Maintenance*

The Fleet Maintenance Coordinator and Fleet Maintenance Assistant(s) shall be a bargaining unit members tasked with regular routine maintenance of Fire Department apparatus at the discretion of the Fire Chief.

The Fleet Maintenance Coordinator shall be allowed to set up a routine maintenance schedule in which they or the Assistants will be allowed to perform the necessary and preventative maintenance required to keep Fire Department apparatus in proper repair and in good running order. The Fleet Maintenance Coordinator will review the budget with the Fire Chief, as necessary. The Coordinator will also be responsible for record keeping in conjunction with the Fire Chief.

The Fleet Maintenance Assistant(s) shall work under the supervision of the Fleet Maintenance Coordinator and will be allowed to perform the necessary repairs and preventative maintenance required to keep Fire Department apparatus in proper repair and in good running order. The Coordinator position does not hold precedence over Assistant positions regarding fleet maintenance work, as opportunities shall be distributed as evenly as possible.

The Fleet Maintenance Coordinator shall receive a bonus of \$1,200 per year, paid at \$100 per month and the Fleet Maintenance Assistant(s) shall receive a bonus of \$300 per year, paid at \$25 per month.

E. Public Education (Pub-Ed)

The Public Education (Pub-Ed) Coordinator and Assistants shall be Bargaining Unit members responsible for fire prevention and emergency medical training programs for the general public, under the supervision of the assigned Battalion Chief and/or Chief Officer. The team shall consist of one (1) Team Lead and five (5) Assistants.

The Coordinator shall be responsible, in conjunction with the assigned Battalion Chief and/or Chief Officer, for managing all official Sycamore Fire Department social media outlets. The Coordinator will be involved in planning and budgeting for required Pub-Ed expenditures in conjunction with the assigned Battalion Chief and/or Chief Officer. The Assistants will work under the direction of the Coordinator.

The Fire Prevention Educator shall receive a bonus of \$1,200 per year, paid at \$100 per month.

F. Quartermaster

The Quartermaster and Assistant(s) shall be Bargaining Unit members responsible for running the commissary system detailed in Article 25.

The Quartermaster shall receive a bonus of \$1,200 per year, paid at \$100 per month.

Tier III

A. Apprenticeship Committee

The Apprenticeship Committee Team Lead and Assistant(s) shall be Bargaining Unit members tasked with reviewing, interviewing, and selecting apprentices for the Sycamore Fire Department, in accordance with Article 45.

The Apprenticeship Committee will consist of six (6) total Bargaining Unit members.

B. Technology and Communications (Tech-Comm) Team

The Technology and Communications (Tech-Comm) Team Lead and Assistants shall be Bargaining Unit members tasked with regular maintenance of Sycamore Fire Department portable, mobile, and stationary radios, as well as other apparatus and operational technology.

The Team Lead will be responsible for record keeping and maintenance scheduling with the assigned Battalion Chief and/or Chief Officer and shall assign duties to Assistants as needed. The Assistants will work under the direction of the Team Lead.

C. Training Team

The Training team shall be Bargaining Unit members tasked with reviewing, planning, and executing training initiatives brought forth in team meetings in conjunction with the SFD Training Officer and/or Fire Chief.

Members may request to be involved with budgeting and record keeping as necessary with the SFD Training Officer and/or Fire Chief. Training opportunities amongst team members will be spread as equally as possible, either on-duty or off-duty.

The Training team will consist of six (6) or more total Bargaining Unit members and will formally meet as needed per request of the SFD Training Officer and/or Fire Chief.

ARTICLE 43: MEETINGS

To encourage harmonious relations between the members of the Fire Department the Fire Chief shall meet with the President of the Union or his designee on a monthly basis. The meetings will be scheduled at the convenience of both parties and may be disregarded in any given month if both parties agree to it.

ARTICLE 44: COMMITTEES

Section 1. Bargaining Unit Advisory Committee

The purpose of the Bargaining Unit Advisory Committee is to present the views of the members at the planning level when changes or additions are being contemplated for the Fire Department. The Bargaining Unit Advisory Committee shall be provided input at the planning level (i.e., prior to final approval of any project) of any contemplated change or addition to the Fire Department. This section does not mandate that the Fire Fighter Advisory Committee attend all planning level meetings. Appointments to this Committee shall be made by the Union President.

Section 2. Ad Hoc Department Committees

Employees who serve on ad hoc department committees appointed by the Fire Chief and who attend such meetings while off duty shall be covered under the City's Worker's Compensation policies. Such coverage shall also extend to members serving on Union committees while working with the Fire Chief toward a common purpose.

ARTICLE 45: APPRENTICESHIP

The parties agree to create an apprenticeship program. All funding for classes and training shall be paid by the apprentice. Cost may be offset by the use of grant money, private donations and/or scholarships. The apprenticeship program will be outlined in Fire Department Policy (See Policy 413.05 for further information regarding the apprenticeship program). Apprentices are required to adhere to City of Sycamore workplace rules and procedures, Fire Department policies and SOP's and SOG's, and any applicable provisions of the Collective Bargaining Agreement.

The Union will support the apprenticeship program by providing on duty training, mentorship, and precepting.

The apprenticeship program will be governed by a Joint Labor Management Committee ("Apprenticeship Committee") composed of two (2) Fire Chiefs or his/her designee, and three (3) Union members. The Joint Labor Management Committee will meet every trimester to evaluate the apprentice's performance and program. The Joint Labor Management Committee will conduct initial interviews for applicants, progress checks, and final interviews. The apprenticeship committee will recommend the number of preference points for the apprentice submitted to the Fire and Police Commission to be applied to the initial full-time eligibility list (in accordance with Commission Rules and Regulations).

All board rulings and decisions will be made by a majority vote. The Union or the City has the right to disband the program at any time. The Union or the City has the right to refuse ride time, and or precepting at any time for any apprentice. Termination of an apprentice's participation in the program is determined by a vote of the Apprenticeship Committee.

The Fire Department Apprenticeship Policy may only be changed and or modified by mutual agreement between the Union and City.

ARTICLE 46: SUCCESSORS

The Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 47: SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted State or Federal 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 negotiation at the request of either party.

ARTICLE 48: APPENDICES AND AMENDMENTS

All appendices and amendments of the Agreement shall be in writing, numbered, dated, and signed by the parties to this Agreement and shall be subject to all provisions of this Agreement.

ARTICLE 49: SUBCONTRACTING

In the event the City proposes to subcontract fire suppression and/or emergency medical services which bargaining unit employees are currently qualified to and currently performing, during the term of this Agreement, the City shall notify the IAFF President in writing of such proposal. Within seven (7) calendar days of receipt of such notice, the President may request to meet over a period of sixty (60) days to negotiate over the issues related to the proposal which constitute mandatory subjects of bargaining. At the conclusion of the 60-day bargaining period or any mutually agreed extension, either party shall have the right to institute interest arbitration to resolve the impasse. Such interest arbitration shall be conducted in accordance with the procedures of Section 14 of the IPLRA, except that mediation shall be waived and the neutral arbitrator shall be selected in accordance with the procedure set forth in § 18.4 of this Agreement.

ARTICLE 50: FITNESS EXAMINATION

Section 1. Examination Types.

- Entry
- Periodic Health Maintenance Physical
- Returning to Duty Non-medical
- Returning to Duty Medical
- Self-contained Breathing Apparatus
- Additional Evaluation
- Physician, defined.

A. Entry

Firefighters entering service with the Sycamore Fire Department shall undergo a pre-employment physical evaluation and current ability test.

B. Periodic health maintenance physical

It is the intent of the Sycamore Fire Department to work with the Bargaining Unit members to promote good health and wellness. The Fire Department Physician will determine the interval between physical examinations for members and the content of the examinations (currently using NFPA 1582 as a guideline) so long as the examinations are applied equally to all members according to age group. Results of the Periodic Physical Examination shall be given to the examined member. A report will be made to the Fire Department Chief or his designee indicating that the member is either fit or unfit for duty. If the member is deemed unfit for duty, the Department physician will discuss the situation with the member to determine, if possible, a plan to enable the member to regain fitness for duty status and will specify in writing the reason(s) the member is considered unfit. Recognizing that mutual cooperation will facilitate efforts to restore the member to fitness for duty, communication between the Department physician and the Department Chief or his designee regarding the nature of the problem and the plan of action is encouraged on a need-to-know basis. However, such communication will only occur with the member's written consent. If, as a result of the health maintenance physical, a member is deemed unfit for duty in the opinion of the Department Physician, that member may pursue the "Follow-Up Process" described in Section 2, below.

C. Returning to duty, non-medical leave

If there is a question concerning a member's fitness for duty following a layoff or leave of absence of ninety (90) days or more, the Employer may require that the member be certified fit for duty by the Department physician. The Department physician shall administer the Periodic Health Maintenance Physical for this determination. If the Department physician determines that the member is unfit for duty, the member may go through the follow-up process.

D. Returning to duty, medical leave

In order for a member to return to work from an extended sickness or injury leave, he or she must be certified fit for duty by the Department physician. If the member has been under the care of a non-Department medical professional, the treating professional will provide a written summary of the care, diagnosis, and a statement indicating the member is able to return to work. The Department physician will then make a determination as to fitness for duty. If a determination of unfit for duty is made, contrary to the opinion of both the treating physician and the member, the member may elect to go through the follow-up process.

E. Self-Contained Breathing Apparatus

Members are subject to any SCBA testing required by the Department (limited to fit testing, and tests required by regulatory agencies having jurisdiction). Failure of this testing will require immediate training and retesting. Failure to pass required SCBA testing may be grounds to deem a member unfit for duty.

F. Additional medical evaluation

If the Chief or designee observes that a member is unable to perform routine duties as a result of an injury or illness, the Chief or designee may require, at Employer's expense, a medical evaluation by the Department physician. Such evaluations shall be done with the sole intent to accurately determine fitness for duty, and all results of the evaluation shall be made available to the member at no cost. A written record of the order to report for a medical examination, including a brief justification in terms of the observed circumstances, shall be copied to the member, and placed in the member's personnel file by the end of the member's shift. If a determination of unfit for duty is made, the member may elect to go through the follow-up process.

G. Physician, defined.

The definition of "physician" as applied to and used herein shall be, "An M.D. or D.O. licensed by the State of Illinois to practice medicine in all of its branches. He or she shall be a graduate of an accredited residency program and Board Certified by the applicable specialty, recognized by the American Board of Medical Specialties."

Section 2. Follow-Up Process

Once a member employee has been determined to be unfit for duty as a result of one of the Fitness Examinations, the member, if they wish to dispute the finding, has seven (7) business days to schedule a second opinion from a licensed physician. In the event that this physician disagrees with the unfit for duty finding determined by the Department physician, the member may be directed to submit to an examination by a third licensed physician who shall be Board-Certified in the specialty that encompasses the clinical condition. This physician will be selected by mutual agreement of the Employer and the member. The Employer and the member shall each be responsible for one-half (1/2) of the cost of this examination. A consensus opinion of two (2) or more of these physicians shall determine the member's fitness for duty and such determination shall not be subject to the grievance and arbitration procedure of this Agreement. If a member is determined as a result of this third examination to be unfit for duty, the member shall be

placed in an appropriate status based on the nature of his illness and/or disabling injury (i.e., sick leave, paid or unpaid medical leave); provided, however, such action does not negate a member's rights under applicable state law.

ARTICLE 51: DRUG AND ALCOHOL TESTING POLICY

Statement of Policy:

The use of illegal drugs and the abuse of substances such as prescription drugs, designer drugs and alcohol by the employees of the City of Sycamore present unacceptable risks to the safety and well-being of other employees and the public. In addition, such conduct invites accidents and injuries, reduces productivity, increases absenteeism, and inflates health care costs. Therefore, it is reasonable to expect persons entrusted with the safekeeping of a community to be free from the adverse effects of debilitating substances while in the performance of their duties.

In the interest of employing persons who are fully fit and able for duty, and for the safety and well-being of employees and residents, the Employer and the Union agree to establish a program that will allow the Employer to take the necessary steps, including drug and/or alcohol testing, and to implement general policies regarding substance abuse in the workplace.

Section 1. Definitions.

- A. "Drugs" shall mean any controlled substance listed in the Illinois Controlled Substance Act, 720 ILCS 550/1 et seq. or Controlled Substances Act, 21 U.S.C. § 812 et seq., including an analog of any listed drugs for which the person tested does not submit a valid pre-dated prescription, and all illegal drugs. In addition, it includes designer drugs which may not be listed in the Controlled Substance Act but have adverse effects on perception, judgment, memory and/or coordination. "Illegal drug" shall be defined as cannabis and controlled substances under state or federal law which are not being used under the supervision of a licensed health care professional, or otherwise in accordance with law.
- B. "Impairment" due to substance abuse shall mean a condition in which the employee is unable to properly perform his duties due to the effects of a substance in his body. When an employee tests positive for a drug, impairment shall be presumed.
- C. "Positive Test Results" shall mean positive test result on both an immunoassay test and a more specific chromatograph/mass spectrometry confirmation test. A positive confirmation test result is one where the specimen tested contains drug or drug metabolite concentrations at or above the concentration specified in Title 49 of the Code of Federal Regulations. If the specimen tests positive with the GS/MS confirmation technique, for the same drug or drugs, a report shall be generated as positive for the drug(s) detected.

If the initial screening is positive for one or more drugs, but the confirming test is negative, the test results will be deemed negative, and no adverse employment action will be taken. If information is received in a manner inconsistent with the understanding herein, no action shall be taken which is adverse to the employee's interest.

- D. "Drug Abuse" shall include the use of any drug, as defined in Section 1A, above, the use of any prescription drug which has not been legally prescribed and dispensed or the abuse of a legally prescribed drug.
- E. "Alcohol Abuse or Being Under the Influence of Alcohol" shall be defined for these purposes as a blood alcohol content of .04 or more. A blood alcohol content of less than .04 shall not preclude the Employer from attempting to show that the employee was unable to perform his duties properly.

Section 2. Prohibitions.

Employees shall be prohibited from:

- A. Possessing, manufacturing, distributing, dispensing, using, selling, purchasing, or abusing alcohol at any time during the course of the workday or anywhere on any City-owned property including City buildings and City-owned vehicles;
- B. Possessing, manufacturing, distributing, dispensing, using, selling, or purchasing or abusing any drug as defined in Section 1A above at any time and at any place;
- C. Use, possession, or abuse of a prescription drug which has not been legally prescribed and dispensed to the employee;
- D. Failing to
 - 1. consult with a physician about a prescribed medication's effect on the employee's ability to perform his job safely, or
 - 2. immediately disclose to his supervisor any medication-related work restrictions, or
 - 3. disclose to his supervisor when taking medication whose container contains warnings that the medication may affect an employee's ability to perform his or her job, or to drive or operate machinery, or
- E. Testing positive for drugs as defined in Section 1A above or abusing or being under the influence of alcohol; or
- F. Failing to comply with this Policy or the Drug-Free Workplace Act.

Committing any of the prohibited acts listed above will result in disciplinary action, up to and including discharge.

Section 3. The Administration of Tests.

- A. Informing Employees Regarding Drug Policy. All employees shall be informed, in writing, of the Employer's drug testing policy before testing is administered. All newly hired employees will be provided with this information before commencing work.
- B. When A Test May Be Compelled. If there is reasonable suspicion that an employee has committed any of the prohibited acts listed in Section 2 above or is impaired while on duty, that employee may be required to undergo drug/alcohol testing. In the event reasonable suspicion does exist, the Employer shall arrange for the drug/alcohol test. Refusal by the employee to submit to the drug/alcohol test or tampering with/substituting the urine sample shall subject the employee to disciplinary action, up to and including discharge.

Drug/alcohol testing may also be required under the following conditions:

- 1. When an employee is arrested or indicted for conduct involving illegal drug activities on or off duty;
 - 2. When an employee is involved in an on-the-job injury causing rational inferences of drug use or alcohol abuse;
 - 3. When an employee is involved in an on-duty accident with one or more of the following:
 - a. personal bodily injury;
 - b. property damage; or
 - c. there is reasonable suspicion of drug use or alcohol abuse.
- C. Reasonable Suspicion Standard. Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person has committed any of the prohibited acts listed in Section 2 above.

Reasonable suspicion shall be based upon the following:

- 1. Observable phenomena, such as direct observation of use and/or the verifiable physical symptoms resulting from use or being under the influence of drugs as defined in Section 1A above or alcohol; or
 - 2. Information provided by an identifiable, reliable and creditable third party that an employee has committed any of the prohibited acts listed in Section 2 above.
- D. Pre-Employment Screening. All new employee applicants shall be required to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol prior to employment. No applicant with a confirmed positive result shall be eligible for hire. Any applicant refusing to submit to such required testing shall not be considered for employment.

- E. Order to Submit to Testing. Within a reasonable period of time after the employee submits to the testing authorized by this Agreement, the Employer shall provide the employee with written notice setting forth the objective facts and reasonable inferences to be drawn from those facts which form the basis of reasonable suspicion for the order to test. A refusal to submit to such testing may subject the employee to discipline up to and including discharge.

When testing is ordered, the employee may be temporarily re-assigned or relieved from duty and placed on leave with pay pending the receipt of results. The employee will not be subject to any other adverse employment action relating to this charge during the pendency of the testing procedure. The re-assignment shall be immediately discontinued in the event of a negative test result.

Section 4. Conduct of Tests and Drug Testing Standards.

In conducting the test authorized by this Agreement, the Employer shall use only a licensed clinical laboratory which is certified by the National Institute of Drug Abuse (NIDA). The conduct of the test and the standards to be followed in testing shall be of the highest analytical quality. The screening process shall conform with those set forth on Title 49 of the Code of Federal Regulations. The employee may request a reserve sample of the same bodily fluid or material collected to be tested by a comparable laboratory of the employee's choosing, at the employee's expense.

Section 5. Right to Contest.

The employee, with or without the Union, shall have the right to file a grievance concerning any test or disciplinary action permitted by this Agreement. The employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 6. Voluntary Request for Assistance.

The Employer shall not discipline or take any adverse employment action against an employee who for the first time voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, unless the request follows the testing of an employee or unless the employee is found impaired, using drugs or alcohol or under the influence of drugs or alcohol on the job. The Employer may, however, at its discretion, require reassignment or relief from duty if the employee is unfit for his current assignment.

The City of Sycamore strongly encourages employees with drug or alcohol problems to seek professional help. The City will not discriminate or retaliate against an employee who "voluntarily" comes forward to request assistance. Seeking assistance, however, does not insulate an employee from discipline for violation of City rules, failure to fulfill obligations under an employee assistance/treatment program, or for future violations of City rules. Further, employees seeking assistance may also be subject to random

testing during and for eighteen (18) months following successful completion of an employee assistance/treatment program.

All voluntary requests for assistance shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except re-assignment or relief of duties as described above. The Employer's obligation to provide treatment under this Article shall be limited to services provided and paid for by the City's insurance plan in which the employee is enrolled.

Section 7. Duty Assignment.

In the event the nature of the treatment program (e.g., out-patient treatment) allows the employee to continue to work during his treatment, the Employer shall maintain the individual's previous employment status with the exception of possible re-assignment or relief of duties as set forth above. In the event an employee participates in an in-patient program which precludes continued employment, the employee shall be required to use sick leave, vacation and/or personal time. If the employee has exhausted all accumulated benefit time, he may be placed on an unpaid leave.

Section 8. Confidentiality of Test Results.

Each employee will be provided with a copy of all information and reports received by the Employer in connection with the drug/alcohol testing and the results. The results of drug and alcohol tests will be disclosed to the person tested, the Chief, the City attorney, the City Manager, other officials with a "need to know," others who may be mutually agreed to by the parties, and to those permitted/required by law. If the employee is represented by the Union and consents in writing, the test results may be disclosed to the Union. Where a grievance and/or other proceedings have been initiated by or on behalf of an employee that involves the drug testing information, that information may be used in this proceeding. Any member whose drug/alcohol test is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

ARTICLE 52: FAMILY AND MEDICAL LEAVE

The Employer may adopt policies to implement the federal Family and Medical Leave Act, in accordance with what is legally permissible under the Act and state law; provided, however, that (a) leaves for duty-related reasons shall be administered in accordance with the Public Employees Disability Act, 5 ILCS 345/0.01 et seq; and (b) prior to receiving an unpaid Family and Medical Leave, employee shall be required to exhaust all accumulated paid benefit time but shall be allowed to select the order in which said accumulated paid benefit time shall be utilized.

Paid time off for recuperation from a non-work-related injury or serious health condition shall run concurrently, i.e., at the same time as FMLA, provided the employee is eligible for both paid leave and FMLA and the employee has accrued paid leave at the time

FMLA commences. FMLA benefits also run concurrently with benefits provided by the Worker's Compensation program. Prior to receiving an unpaid family and medical leave, the employee shall be required to exhaust all accumulated paid benefit time but shall be allowed to select the order in which said accumulated paid benefit time can be utilized.

ARTICLE 53: ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the Employer has made adequate disclosure of relevant financial matters, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer 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 or matter referred to or covered in this Agreement. The parties agree that the Union shall have the right to impact or effects bargaining as provided in the IPLRA, provided, however, the Employer shall have the right to temporarily implement the change during the period of such impact or effects bargaining. The parties further agree that they may by mutual agreement in writing amend this Agreement during its term.

ARTICLE 54: TERM OF AGREEMENT

This Agreement shall be effective as of the day the contract is executed by the parties and shall remain in full force and effect from said date until 11:59 P.M. on the 31st day of December, 2025. It shall be automatically renewed from year to year, thereafter, unless either party notifies the other in writing at least one hundred twenty (120) days prior to the anniversary date of such yearly extension, of a desire to amend it. This Agreement may be reopened at any time if agreed to in writing by both parties, and in such event, negotiations will begin immediately. In the event of a request to amend this Agreement as set forth above, negotiations shall begin not later than ninety (90) days prior to said anniversary date. If negotiations for a successor Agreement have not been completed by the expiration date of the Agreement, this Agreement shall remain in full force pending final resolution of negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2023.

CITY OF SYCAMORE

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL NO. 3046

Mayor

President, Local No. 3046

ATTEST:

City Clerk

Negotiator, Local No. 3046

APPENDIX “A”: WAGE SCHEDULE

Members advance to the next step at the beginning of each fiscal year (May 1 for year 23b, Jan 1 starting in 2024).

Certification Incentives: EMT-P \$3,000, FFIII/Advanced FF or Equivalent Certification \$200

FY23B (May 1, 2023-December 31, 2023)

Firefighter:	1	2	3	4	5	6	7
49.77 Hours	\$26.69	\$28.03	\$29.51	\$31.00	\$32.65	\$34.31	\$36.14
Annual Base	\$69,083	\$72,550	\$76,362	\$80,234	\$84,490	\$88,806	\$93,534
x 1.5 (O/T)	\$40.04	\$42.05	\$44.26	\$46.50	\$48.97	\$51.47	\$54.21

Lieutenant:	
49.77 Hours	\$42.18
Annual Base	\$109,169
x 1.5 (O/T)	\$63.27

Battalion:	
49.77 Hours	\$46.40
Annual Base	\$120,086
x 1.5 (O/T)	\$69.60

FY2024 (January 1, 2024-December 31, 2024)

Firefighter:	1	2	3	4	5	6	7
49.77 Hours	\$27.49	\$28.87	\$30.39	\$31.93	\$33.63	\$35.34	\$37.23
Annual Base	\$71,156	\$74,726	\$78,653	\$82,641	\$87,025	\$91,470	\$96,340
x 1.5 (O/T)	\$41.24	\$43.31	\$45.59	\$47.90	\$50.44	\$53.02	\$55.84

Lieutenant:	
49.77 Hours	\$43.45
Annual Base	\$112,444
x 1.5 (O/T)	\$65.17

Battalion:	
49.77 Hours	\$47.79
Annual Base	\$123,688
x 1.5 (O/T)	\$71.69

FY2025 (January 1, 2025-December 31, 2025)

Firefighter:	1	2	3	4	5	6	7
49.77 Hours	\$28.32	\$29.74	\$31.30	\$32.89	\$34.63	\$36.40	\$38.34
Annual Base	\$73,290	\$76,968	\$81,013	\$85,121	\$89,636	\$94,214	\$99,230
x 1.5 (O/T)	\$42.48	\$44.61	\$46.95	\$49.34	\$51.95	\$54.61	\$57.51

Lieutenant:	
49.77 Hours	\$44.75
Annual Base	\$115,817
x 1.5 (O/T)	\$67.13

Battalion:	
49.77 Hours	\$46.40
Annual Base	\$127,399
x 1.5 (O/T)	\$73.84

APPENDIX B-VACATION LEAVE

Section 1. Service Time and Scheduling.

- A. Members of the Sycamore Fire Department shall be entitled to paid vacation leave. The amount of vacation leave shall be based on a member's service time (the number of continuous years of service completed). A Bargaining Unit member's service time shall be increased by one (1) year annually upon reaching his anniversary date (date hired). The break-down of vacation leave is described in Section 5 "vacation categories."
- B. In a fiscal year in which a Bargaining Unit member has an increase in vacation leave and he advances into the next category (i.e., from category 2 to category 3), the new category shall be effective May 1 for FY 23-B, then January 1 of the FY beginning Jan 1, 2024.

Section 2. Cashing Out Vacation Leave.

When an employee is entitled to seven (7) shifts or more of vacation, he shall have the option of receiving three (3) shifts pay in lieu of (3) shifts off.

Section 3. Sign-Up.

Members shall provide the Fire Chief or his designee with their first trimester vacation period (January through April) vacation preferences by December 1. The second trimester vacation period (May through August) vacation preferences by April 1. The third trimester vacation period (September through December) by August 1. These dates shall be changed only with the approval of the Fire Chief or his designee. A member shall schedule one-third (1/3) of his allowable vacation time in each one of the trimester periods. Vacation days shall be totaled and divided by three (3) to determine this amount.

Choice and assignment of vacation periods shall be based upon seniority rights.

Section 4. Selection of Paid Leaves.

The selection of paid leaves shall be accomplished within the following guidelines.

- A. A combination of three (3) members may be off at the same time. One Officer must be scheduled to work. A combination of two (2) officers and one (1) Firefighter or one (1) officer and two (2) Firefighters may be off at the same time, or 3 Firefighters may be off, totaling three (3) members off per day. Scheduling shall include Vacation days and Work hour reduction days.

Once eleven (11) members are assigned per shift, four (4) members may be off at the same time. A combination of two (2) officers and two (2) Firefighters, or one (1) officer and three (3) Firefighters, or four (4) Firefighters may be off,

totaling four (4) members off per day. Scheduling shall include Vacation and Work hour reduction days. Once eleven (11) members are on shift Vacation selections will be reevaluated and voted on by the membership. If no agreement can be made Department seniority will be followed.

Vacation picks shall be picked on a trimester interval, and will be based on departmental seniority, per shift.

- B. Schedule vacation leave through work hour reduction days.
- C. Once a member has scheduled approved vacation time, regardless of seniority, the member cannot be bumped from such vacation selections by a later vacation request from a more senior member.
- D. Members may schedule an additional vacation day, if minimum manning allows. This can be done on or after the first day in a given work schedule.

Section 5. Vacation Categories.

The vacation leave a Bargaining Unit member will receive is defined by the category descriptions listed in this section (Vacation categories).

Category 1 - The probationary Fire Fighter shall receive one (1) shift off every four (4) months of service time up to a total of three (3) shifts.

Category 2 - The beginning of the second year through the end of the second year. Bargaining Unit members in this category shall receive six (6) shifts off.

Category 3 - The beginning of the third year through the end of the ninth year. Bargaining Unit members in this category shall receive eight (8) shifts off.

Category 4 - The beginning of the tenth year through the end of the fourteenth year. Bargaining Unit members in this category shall receive ten (10) shifts off.

Category 5 - The beginning of the Fifteenth year through the end of the nineteenth year. Bargaining Unit members in this category shall receive thirteen (13) shifts off.

Category 6 - The beginning of the twentieth year through the end of the twenty-fourth year. Bargaining Unit members in this category shall receive fifteen (15) shifts off.

Category 7 - The beginning of the twenty fifth year to the end of employment. Bargaining Unit members in this category shall receive seventeen (17) shifts off.

Section 6. Personal Days.

- Employees in category “1” above shall receive (0) additional days off.
- Employees in category “2” above shall receive (1) additional day off.
- Employees in category “3” above shall receive (2) additional days off.
- Employees in category “4” above shall receive (3) additional days off.
- Employees in category “5” above shall receive (4) additional days off.
- Employees in category “6” above shall receive (5) additional days off.
- Employees in category “7” above shall receive (6) additional days off.

Personal Days shall be scheduled off with forty-eight (48) hours’ notice and with the approval of the Fire Chief or his designee.