

AGREEMENT

Between

CITY OF EVANSTON, ILLINOIS

And

**EVANSTON FIRE FIGHTERS ASSOCIATION
LOCAL NO. 742
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO-CLC**

January 1, 2023

through

December 31, 2026

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AGREEMENT
Between
CITY OF EVANSTON
And
EVANSTON FIRE FIGHTERS ASSOCIATION
LOCAL NO. 742
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO-CLC

THIS AGREEMENT is entered into by and between the CITY OF EVANSTON, ILLINOIS (hereinafter called the "City" or "Employer") and EVANSTON FIRE FIGHTERS ASSOCIATION, LOCAL NO. 742, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC (hereinafter called the "Union" or "Association").

WHEREAS, it is the purpose of this Agreement to increase general efficiency in the Fire Department, to maintain the existing harmonious relationship between the Fire Department and its employees and to promote the morale, rights and well-being of the members of the Fire Department, and to resolve grievances and prevent strikes or other disruption of work; and

WHEREAS, the Fire Department and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct, in order that they may merit the respect and confidence of the general public.

ARTICLE I
Recognition and Representation

Section 1.1. Recognition and Representation.

The City recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all uniformed classifications, including the rank of Field Chief, Shift Chief and Division Chief (refer to Appendix M), below the rank of Assistant Fire Chief.

Section 1.2. Probationary Employees.

Probationary employees are covered by this Agreement; provided, however, that probationary employees during the first twelve (12) months of employment may be terminated or otherwise disciplined at the sole discretion of the City and such action shall not be subject to the grievance or arbitration procedure of this Agreement. This probationary employment period may be extended for an employee who is required as a condition of employment to be a certified paramedic, during which time the sole reason that an employee may be discharged without cause or a hearing is for failing to meet the requirements for Paramedic certification as provided in Sections 15.1 and 15.5.

ARTICLE II
Union Membership and Checkoff

Section 2.1. Checkoff.

Upon receipt of a signed authorization from an employee in the form set forth in Appendix "A", the City agrees for the duration of this Agreement to deduct from such employee's pay uniform monthly dues and uniform assessments (which may include a uniform amount to cover house dues if the Association so elects). The Union will notify the City in writing of the amount of the uniform dues or uniform assessments to be deducted. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement, to the Treasurer of the Association no later than seven (7) days following the deduction.

Section 2.2. Indemnification.

The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

ARTICLE III
No Discrimination

Section 3.1. General.

Neither the City nor the Union shall discriminate against any employee because of race, creed, color, sex, national origin or Union activity. The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 3.2. Political Activity.

Employees shall have the right to engage in political activities, including to identify themselves as members of the Evanston Fire Department, as long as they engage in such activities while they are off-duty and not in uniform and as long as they do not represent that their positions are positions that are sanctioned by the City or the Evanston Fire Department and make no threats and promises to voters concerning the delivery of services provided by the Evanston Fire Department.

ARTICLE IV
Management Rights

The City shall retain the sole right and authority to operate and direct the affairs of the City and the Fire Department in all its various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the City's right to determine its mission and set standards of service offered to the public, to direct the working forces, to plan, direct, control, and determine the operations or services to be conducted in or at the Fire Department or by the employees of the City; to assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

ARTICLE V Seniority

Section 5.1. Definition.

Seniority is defined as the employee's length of continuous service since his last date of hire, plus periods of prior service with the City's Fire Department, but in no event including any service as a temporary employee. Seniority shall be determined from the following:

- a. Date of hire
- b. Placement on eligibility list

For those employees hired under category grouping, the following shall be used:

- i. Date of hire
- ii. Category group placement
- iii. Date of original employment application
- iv. Coin toss

Section 5.2. Layoff and Recall.

In the event of layoff, the employee or employees with the least service in the classification shall be laid off. If a member of a particular classification is removed from his classification under the preceding sentence, he shall displace the least senior member in the last civil service rank the removed or displaced member held prior to his last promotion until the least senior Firefighter is displaced and laid off. When the City decides to recall to any classification reduced by layoff, it will recall any displaced or laid off employees to the positions affected in inverse order of removal, before making any new promotions or appointments.

Section 5.3. Vacation Selection on Scheduling Vacation.

When the City schedules vacations, employees shall be given preference as to vacation selection on the basis of seniority in the Fire Department (not within rank) and by shift to the extent that such scheduling will not interfere with Fire Department operations. Vacation days must be scheduled in no less than 24-hour increments. Employees shall be permitted an unlimited number of vacation picks, so long as such scheduling is consistent with the following sentence: The total number of employees scheduled off per shift for Kelly Days under Section 10.1 and vacation days shall be six employees (unless fewer vacation requests are received) except that only three (3) employees in the rank of Fire Captain or Shift Chief may be scheduled off for vacation on any shift. The City reserves the right to suspend and reschedule vacations and recall personnel during periods of extreme emergencies such as periods of conflagrations, riots, natural and man-made disasters, war, civil strife, injury, illness or sickness of a large number of the Fire Department employees.

ARTICLE VI Grievance Procedure

Section 6.1. Definition of Grievance.

A grievance is a difference of opinion between an employee or the Union and the City with respect to the meaning or application of the terms of this Agreement, or with respect to inequitable application of the Personnel Rules of the City or with respect to inequitable application of the Rules of the Fire Department.

Section 6.2. Grievance Committee: Stewards.

The Union shall appoint a Grievance Committee of not more than three (3) members to attend grievance meetings scheduled pursuant to Step 2 and Step 3. The Union may appoint nine (9) Stewards to participate in the grievance procedure to the extent set forth in Step 1 of the grievance procedure. The Union shall notify the Fire Chief in writing of the names of employees serving on the Grievance Committee and as Stewards. By mutual agreement between the City and Union, the parties may be represented by non-employee representatives at Step 3 of the grievance procedure.

Section 6.3. Grievance Timing.

The Grievance Procedure set forth in this Section applies to employees covered by this Agreement. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within twenty-one (21) calendar days of the occurrence of the event giving rise to the grievance or within twenty-one (21) calendar days of the date the employee knew or reasonably should have known of the event giving rise to the grievance. A grievance shall be processed as follows:

STEP 1: *Written to Deputy or Division Chief:* The Union may, within the time limits set forth above, file a written grievance signed by the employee and his Steward on a form provided by the City setting forth the nature of the grievance and the contract provision(s) involved. The Deputy or Division Chief designated by the Fire Chief to hear Step 1 grievances shall give a written answer in ten (10) calendar days after receipt of the written grievance.

STEP 2: *Appeal to Chief:* If the grievance is not settled in Step 1 and the Union decides to appeal, the Grievance Committee shall, within ten (10) calendar days from receipt of the Step 1 answer, appeal in writing to the Fire Chief. The Grievance Committee and the Fire Chief will discuss the grievance within thirty (30) calendar days, at a mutually agreeable time. If no agreement is reached in such discussion, the Chief will give his answer in writing within ten (10) calendar days of the discussion.

STEP 3: *Appeal to City Manager:* If the grievance is not settled in Step 2 and the Union decides to appeal, the Grievance Committee shall, within ten (10) calendar days after receipt of the Step 2 answer, file a written appeal to the City

Manager. If the grievance involves a disciplinary suspension of seventy-two (72) hours or more, a demotion, or a discharge, there shall be a Step 3 meeting and a Step 3 answer from the City Manager. On all other grievances, the City Manager may elect not to hold a Step 3 meeting, in which event the City Manager shall advise the Union in writing within ten (10) calendar days of receipt of the Step 3 appeal that the Step 2 answer of the Fire Chief is the final City answer in the grievance procedure, at which point the Union may appeal the grievance to Step 4, Arbitration, if the Union so chooses. In cases where the City Manager will hear a Step 3 grievance, a meeting between the City Manager, or his designee, and the Grievance Committee will be held at a mutually agreeable time, generally within thirty (30) calendar days. If no settlement is reached at such meeting, the City Manager, or his designee, shall give his answer in writing within twenty-one (21) calendar days of the meeting.

STEP 4: Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the City Manager within twenty-one (21) calendar days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon 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, Wisconsin or Indiana. Both the Employer and the 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; provided that either party before striking any names, shall have the right to reject one panel in its entirety. The process will be repeated twice, and the remaining named person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for hearing, subject to the availability of the City and the Union representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him and his decision and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision and award of the arbitrator, which conforms with his authority, shall be final and binding upon the City, the Union and the employee or employees involved. The costs of the arbitration, including the fee and expenses of the arbitrator, shall be divided equally between the City and the Union. The City and the Union shall each be responsible for compensation of their own witnesses and/or representatives who attend arbitration hearings; provided, however, that the grievant shall be released from duty if necessary to attend such hearing without loss of pay. One (1) Union representative and any additional Union witnesses shall be released from work pursuant to Section 13.2, Exchange of Duty, to attend the arbitration hearing.

Section 6.4. Time Limits.

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.3. If a grievance is not appealed within the time limits for appeal set forth above, or at least reasonably close to those time limits, it shall be deemed settled on the basis of the last answer of the City, provided that the parties may agree to extend any time limits. If the City fails to provide an answer within the time limits so provided, the Union may immediately appeal to the next Step.

Section 6.5. Investigation and Discussion.

All grievance discussions and investigations shall take place in a manner which does not interfere with City operations. Generally, grievance meetings will be held during working hours.

Section 6.6. Civil Service.

It is understood that matters subject to Civil Service are not subject to this grievance procedure, except as provided in Section 6.8, Disciplinary Grievances. This provision shall not be construed as limiting or removing any Union right to bargain with respect to matters that remain subject to Civil Service (i.e., other than disciplinary grievances) in any negotiations relating to successor contracts.

Section 6.7. Disciplinary Meetings.

No meeting between the City and/or its designee and an employee held for the purpose of discussing actual disciplinary matters shall take place unless the employee and a designated Association representative have been provided with a two-hour notice of the time, place and purpose of the meeting. An Association representative shall be present at all such meetings. If said representative is not present, the employee shall not be required to participate in said meeting and the employee shall not be discharged or otherwise disciplined for said refusal. Nothing in this Agreement shall waive and/or abridge any employee's rights, benefits or protections under the Firemen's Disciplinary Act of Illinois, 50 ILCS 745/ et seq.

Section 6.8. Disciplinary Grievances.

Unless the first disciplinary offense is sufficiently serious to warrant discharge, discipline in the Fire Department shall be progressive and corrective, designed to improve behavior and not merely to punish. Where the City believes just cause exists to institute disciplinary action, the Employer shall have the option to assess the following penalties:

- Oral reprimand
- Written reprimand
- Suspension
- Demotion
- Discharge

It is understood that the foregoing disciplinary steps may be repeated and/or certain progressive disciplinary steps may be omitted, depending upon the seriousness of the offense.

Grievances may be filed with respect to the just cause of any disciplinary action (other than an oral reprimand) taken against an employee. If an employee is suspended or discharged, a grievance protesting the suspension or discharge shall be filed in the first instance at Step 3 of the grievance procedure within ten (10) calendar days of the imposition of discipline and shall thereafter be processed in accordance with Section 6.3 of this Agreement. If the discipline involves a disciplinary suspension of 72 hours or more or demotion or discharge, the parties will request an arbitration panel pursuant to the grievance/arbitration procedure of this Agreement when the grievance is filed at Step 3, if the Union so requests in writing.

Discharge and disciplinary suspensions shall be subject to review under the grievance procedure up to and including arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures of the City Civil Service Commission. Such contractual review procedure shall be the sole and exclusive method of reviewing all disciplinary action.

ARTICLE VII
No Strikes – No Lockouts

The Union, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of operations. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE VIII

Leaves of Absence

Section 8.1. Union Leave.

Leaves of absence shall be granted, to the extent that there is no interference with normal operations of the Fire Department, to employees who are elected, delegated or appointed to attend State or National seminars or conventions of the International Association of Fire Fighters, and other Labor Affiliation conventions and meetings, including but not limited to State AFL-CIO Conventions, Associated Fire Fighters of Illinois Conventions and District Meetings. Absence from an employee's regular shift because of said leave shall be paid by the City, but not to exceed a total of fourteen (14) twenty-four (24) hour shifts per year for the bargaining unit for the term of this Agreement. Any request for such leaves shall be submitted in writing by the Union to the Fire Chief and shall be answered in writing, no later than five (5) calendar days following the request. Furthermore, the City will attempt to comply with employee requests to schedule holiday and vacation time off to coincide with a Union convention or educational conference. An employee who takes extended leave for full-time Union work shall hold reemployment rights for two (2) years to be reemployed in the first available vacancy. These rights may be extended by mutual agreement between the City and Union.

Section 8.2. Short-Term Military Leave.

Any employee who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence for the period of such activity and shall suffer no loss of seniority rights. During leaves for annual training, the employee shall continue to receive his or her regular compensation. During leaves for reserve/guard basic training and up to 60 days of special or advanced training, if the employee's compensation for military activities is less than his compensation as an employee, he shall receive his regular compensation as a public employee minus the amount of his or her base pay for military activities provided the employee provides proof of what he was paid during his reserve/guard training. For weekend military leave, the employee shall have the option of: (a) being allowed the necessary time off without pay; or (b) arranging a duty trade.

Section 8.3. Active Military Service.

An employee who enters into the active service of the Armed Forces of the United States while in the service of the City shall be granted a leave of absence for the period of such service.

For employees who are members of the reserves or National Guard who are mobilized to active military duty as a result of an order of the President of the United States, the City will provide compensation during such leave equivalent to the difference between the employee's regular pay and the total compensation

received for the period of service, less any allowance for travel, lodging or food. The City agrees to maintain the medical insurance and coverage (single or family) in which the employee is enrolled when called to active duty, minus the regular employee contribution.

Employees ordered to active duty will present their orders to their supervisor as soon as possible, but not later than within three (3) working days of receipt of such orders and shall place their request for Active Military Service leave in writing. To the best of the ability of the employee and the City, the terms and conditions of such Active Military Service will be placed in writing prior to the employee leaving for active duty; if not possible, the information will be mailed to the employee's designated agent (spouse or other individual) and that person will be authorized by the employee to act on his behalf on those matters while the employee is on active duty. Employees discharged from the Armed Forces must report ready for assignment within ninety (90) days following said discharge. The City shall have up to fourteen (14) days from the date of application to place such returning serviceman. Employees covered under this Section shall be credited with the seniority which would have accumulated during time spent in the Armed Forces. Nothing in this section will prohibit the City from acting in accordance with any federal or state-enacted legislation.

Section 8.4. Education Leave.

Employees may be granted, upon request, a leave of absence not to exceed one (1) year for educational purposes, without pay. If leave granted under this Section is for education which is related to fire service, seniority shall accumulate during said leave. Leave under this Section may be extended upon mutual agreement of the City and the employee. The City has the right to require a transcript to prove that the employee satisfied the education leave requirement.

Section 8.5. Personal Leave.

An employee with one (1) year of service in the Department may be granted an unpaid personal leave of absence not to exceed one (1) year. If the leave is thirty (30) calendar days or less, seniority shall accumulate, group insurance shall continue as set forth in Article XI and the employee shall be reinstated to his former position. If the leave is over thirty (30) calendar days, seniority shall not accumulate, the employee may continue group insurance by paying the entire premium, and the employee shall be eligible for rehire ahead of all other new hires for one (1) year after termination of the leave. Leaves granted under this Section shall be at the discretion of the Fire Chief. The Department may establish procedures to administer the personal leave policy.

Section 8.6. Family and Medical Leave.

Banked Time: Refers to either vacation or sick leave that was accumulated prior to January of the current year.

Accrued Time: Refers to either vacation or sick leave that is being accumulated between January 1 and December 31 of the current year.

- (a) General Conditions:
- (1) An employee may request leave under the Family and Medical Leave Act.
 - (2) A leave year for purposes of FMLA shall be the calendar year.
 - (3) All employees who meet the applicable hours of work requirement during the preceding twelve (12) month period of employment shall be granted a total of twelve calendar weeks of family and/or medical leave during each calendar year for the following reasons:
 - i. the birth of an employee's child and in order to care for the child;
 - ii. the placement of a child with an employee for adoption or foster care;
 - iii. to care for a spouse, child, or parent who has a serious health condition; or
 - iv. a serious health condition that renders the employee incapable of performing the functions of his job.
 - (4) The twelve-calendar week limit referred to in this Section shall either be consecutive or intermittent as permitted by FMLA regulations.
 - (5) The employee will be required to provide advance leave notice and medical certification. The taking of FMLA leave may be denied if requirements are not met. If the need for Family Medical Leave is foreseeable, the employee shall give the City at least 30 days prior written notice if possible. Where the need for leave is not foreseeable, the employee shall notify the City as soon as practicable, generally within one to two business days of learning of the need for leave.
 - (6) The employee will be required to submit appropriate certifications concerning the reason for using FMLA leave or the reason for failure to return to work at the conclusion of an FMLA leave, in accordance with the FMLA.
 - (7) While on FMLA leave, the employee's group health insurance coverage will be maintained, with the employee paying the regular employee contribution.
 - (8) During FMLA leave, seniority shall continue to accrue regardless of whether the employee is in pay status or not. Paid leave benefits do not accrue during period of unpaid FMLA leave.
 - (9) Employees on FMLA leave must notify the City in writing at least fourteen (14) calendar days prior to when they wish to return to work, so that arrangements for a fitness for duty report, if required, may be made efficiently.
 - (10) If the employee fails to return to work at the conclusion of a FMLA leave, the employee shall repay to the City the premiums paid on the

employee's behalf to maintain insurance coverage while on FMLA leave unless the reason the employee does not return to work is because of i) retirement under the pension plan; ii) the continuation, recurrence or onset of a serious health condition that would otherwise entitle the employee to leave under FMLA, or iii) circumstances beyond the employee's control.

(11) Definition of terms will be that as stated in the Family and Medical Leave Act.

(b) FMLA leave due to the birth of a child, placement of a child for adoption or foster care: An employee who requests FMLA leave due to giving birth may use accrued sick leave, banked sick leave, accrued vacation, banked vacation, donated sick leave or compensatory time to be designated by the employee prior to the leave.

The employee must specify in advance the amount of paid leave to be used. If the employee exhausts all the leave as stated above, the employee will then be on an unpaid FMLA leave basis, which leave will not exceed twelve calendar weeks in a calendar year. The employee must return to work at the conclusion of the FMLA leave, unless she is medically unable to return to work. In such cases, the conditions specified in subsection (d) shall apply.

Employees not giving birth may request FMLA leave following the birth of a child or placement of a child for adoption or foster care. Such FMLA leave will not exceed twelve calendar weeks in a calendar year. The employee may use accrued sick leave, banked sick leave, accrued vacation, banked vacation, donated sick leave or compensatory time to be designated by the employee prior to the leave for some or all of the FMLA period. If the employee does not have sufficient leave as stated above for the full FMLA leave requested, the balance will be on an unpaid basis. The employee must return to work at the completion of the FMLA, or his employment will be terminated. The employee may use up to three (3) working days of banked sick leave not to be considered part of the FMLA. If the employee has no banked time available, annual accrued time may be used.

(c) FMLA leave for an immediate family member with a serious health condition: An employee may request FMLA leave to care for an immediate family member (employee's spouse or child, employee's parent, or spouse's parent) with a serious health condition. Such FMLA leave will not exceed twelve calendar weeks in a calendar year; the employee may use accrued sick leave, banked sick leave, accrued vacation, banked vacation, donated sick leave, or compensatory time in this order, for some or all of the FMLA. If the employee exhausts all leave as stated as above, the balance will be on an unpaid basis. The employee must return to work at the completion of the FMLA, or his employment will be terminated.

(d) FMLA leave for the employee's own serious health condition: An employee requesting FMLA leave for his own serious health condition must first use any or all of his accrued sick leave; if an employee has used up all his accrued sick leave the employee may, at the employee's option, use banked sick leave, accrued vacation, banked vacation, donated sick leave and/or compensatory time may be used in this order. If the employee exhausts all leave as stated above, the employee will then be on FMLA leave on an unpaid basis not to exceed twelve calendar weeks in a calendar year. If the employee continues to have the same serious medical condition after exhausting accrued time and the twelve calendar weeks of FMLA, he can request to be placed on a permanent leave of absence not to exceed nine calendar months. During that permanent leave of absence, the employee is responsible for paying 100% of the cost of health insurance coverage. If an employee becomes able to return to work during the permanent leave of absence, he may apply for reemployment and if qualified, placed on a reemployment list for the position held immediately prior to the taking of the leave. If the employee is not able to return to work by the conclusion of the permanent leave of absence, employment will be terminated.

Section 8.7. Maternity Leave.

It is recognized that reproductive health can be affected adversely by the conditions encountered in firefighting and EMS. When a member becomes pregnant, it is strongly advised, though not required, that she report her condition to the Fire Chief.

Once a member has provided verification of her pregnancy from her own doctor, she shall be offered a non-hazardous, operational light duty assignment within the department in accordance with the provisions of 775 ILCS 5/2-102(H) using a 24/48- or 37.5-hour schedule as selected by the pregnant firefighter. Pregnant firefighters will not be required to use (5) 24-hour shift days (120 hours) of sick leave prior to being assigned light duty as noted in Section 13.10 Light Duty. The female firefighter will have the option to bank any unused vacation or bank time while pregnant to be used after the delivery.

A member is not required to accept a non-operational light duty assignment. She is, however, encouraged to do so because of the unpredictable nature of emergency response. There is a potential risk to a pregnant woman and/or her developing fetus from activities associated with normal operational duties including firefighting, hazardous materials response, and EMS exposures.

After giving birth, or at the termination of the pregnancy, the member shall be placed on FMLA, in accordance with Section 8.6(b) of this CBA.

Prior to returning to normal operational duties the member must have approval from her personal physician. Such verification of readiness to work shall be in writing. This verification shall be given to the designated City physician for

fitness for duty physical. When the member has been found to be fit, she will be reinstated in her former position.

At no time when a member becomes pregnant or during the pregnancy, will the member lose their job, position, seniority and benefits. Nor do they lose the eligibility for promotion or participate in a promotional exam due to any type of leave or non-operational duty assignment.

ARTICLE IX Wages and Benefits

Section 9.1. Salary Schedules.

Salary schedules effective January 1, 2023 through December 31, 2026 for the classifications covered by this Agreement are as follows: an increase of 11% effective January 1, 2023; an increase of 3% effective January 1, 2024; an increase of 3% effective January 1, 2025; and an increase of 3% effective January 1, 2026; and are set forth in Appendix B attached hereto and made a part hereof. All employees hired after January 1, 2012 will start at the NH step of the pay range for Firefighter; employees will be eligible for merit review consideration to the A step at the successful completion of probation; employees are eligible for merit increase consideration to the next highest step based on performance after completing 12 months of service in the current step; possession of the 30 hours of college credit as specified in Section 9.9 makes the employee eligible to move to the G step following completion of 12 months at the F step; employees eligible for education pay under Section 9.9 will not receive that additional pay until completion of probation.

All Fire Apparatus Operators, Captains, Field Chiefs and Shift Chiefs shall start at the D/P step of the applicable Salary Schedule. Captains promoted to Division Chief shall start at the D/P step of the Shift Chief Salary Schedule, and Shift Chiefs promoted to Division Chief shall remain at their current step (refer to Appendix M).

Section 9.2. Paid Holidays.

a) Shift personnel who are regularly scheduled to work the following holidays shall be compensated at the rate of time and a half rather than straight time for all hours worked on said holidays:

- New Year's Day
- Christmas Eve
- Christmas Day
- Juneteenth
- 4th of July
- Thanksgiving Day
- Labor Day

Above paid holidays shall be the 24-hour period commencing at 7:00 a.m. on the date of the actual holiday. Recognized holidays under this section shall be on the date of the actual holiday as opposed to the day on which the holiday may be observed by the City.

b) If an employee is not regularly scheduled to work one of the following days and is subject to a mandatory hire back on that day, the employee shall be paid two (2) times the hourly salary rate for all hours worked on that day.

New Year's Day	Martin Luther King Jr.'s Birthday
Easter	Fourth of July
Labor Day	Thanksgiving Day
Christmas Day	

The foregoing is applicable for the actual holiday and is not applicable for any day celebrated in lieu of the holiday. This subsection b) does not apply to exchanges of duty under Section 13.2.

c) The following holidays are observed for the purpose of holiday work schedules:

New Year's Day	Martin Luther King, Jr.'s Birthday		
Easter Sunday	Memorial Day	Juneteenth	July 4 th
Labor Day	Veterans' Day	Thanksgiving Day	
Christmas Eve	Christmas Day	Sunday	

The foregoing is applicable for the actual holiday and is not applicable for any day celebrated in lieu of the holiday.

Holiday routine: Stations, apparatus and all equipment will be maintained in a clean and ready status to respond to all alarms and calls for service. Public education/relations such as, but not limited to, tours, neighborhood picnics, safety fairs, block parties and holiday related events such as participation in parades and standby at fireworks displays will be allowed. Any day designated as a holiday will not have assigned training unless prior approval is agreed to at a labor/management meeting.

d) Five Day Employees: Employees who are scheduled to work a five-day 37.5 hour work week will work the hours of 0830 to 1700 (8:30 a.m. to 5 p.m.) with the exception of Saturday, Sunday and City Holidays. If they are required to work any designated City Holiday, they will receive holiday pay at two (2) times the hourly salary for all hours worked.

Section 9.3. Paid Vacations.

For vacations beginning January 1, 1992, employees with six months or more of service shall receive paid vacation during each year, calculated as follows:

Service	Vacation Time
One year but less than six years	Five 24-hour shifts
Six years but less than twelve years	Seven 24-hour shifts
Twelve years but less than fifteen years	Eight 24-hour shifts
Fifteen years but less than twenty years	Ten 24-hour shifts
Twenty years but less than twenty-five years	Eleven 24-hour shifts

Twenty-five years or more	Twelve 24-hour shifts
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Completion of the service year in the calendar year in which the vacation is taken shall determine the number of vacation days the employee will earn and is entitled to take. In the year in which the employee terminates employment, the employee will either take or be paid out at termination for all vacation earned up to the pay period of his termination.

New employees of the Fire Department shall accrue 4.62 hours per pay period of vacation time from his/her date of hire. These new employees shall not be eligible for a vacation in the calendar year in which they are hired.

Section 9.4. Use of Banked Vacation Time.

(a) Openings into which banked vacation hours may be used will be limited to the days left open after the normal vacation selection process (Section 5.4 of this contract) is completed, openings created by the termination of an employee, situations involving shift transfers or other scheduling changes which create an opening. A terminated employee's Kelly Days will also be available for picking but must be forfeited when the vacancy is filled.

(b) Employees will not be allowed to bring their vacation hour total below zero (0). Example: an employee will need a minimum of 24 hours at the beginning of the process to be able to make one 24-hour selection.

(c) At the completion of the normal vacation selection process, vacation rosters will be posted in all fire stations with a posting date printed on them. Applications for the use of banked vacation hours in any openings, including mid-year openings, will be accepted by that shift's Chief for a period of 14 calendar days starting with the roster or opening posting date. Thereafter, upon written request to the employee's Chief or his/her designee. That designee will grant the use of banked vacation hours on a first-come, first-served basis. Seniority (Section 9.4d) will be used when multiple requests are received on the same day requesting to use the same date.

(d) A seniority list of applicants will be created. Selections will begin with the most senior employee who will make one selection, then go to the next senior and so on; there will be no limit to the number of selections an individual may make other than the need to maintain a minimum balance of zero (0) hours. Selection will continue until all openings are filled or the applicants have completed their selections. This will close those days to any other selections. Selections must be scheduled in no less than 24-hour increments.

(e) All selections made are final. There will be no trading or canceling of any of these selections with the exception of those taken during Kelly Day openings which may need to be forfeited.

Section 9.5. Sick Leave.

(a) Employees shall accrue sick leave at the rate of 72 hours for the first year of employment (three 24-hour shifts; 2.77 hours/pay period) and 144 hours for subsequent years of employment (six 24-hour shifts; 5.54 hours/pay period), with a maximum accrual of 2,280 hours (95 24-hour shifts).

(b) Whenever an employee with ten (10) or more years of service resigns, the employee shall have directed to the Post-Employment Health Plan one hundred percent (100%) of accumulated sick days with a maximum of 500 hours. Effective March 1, 2001, for those employees who retire and qualify for a pension, and for those employees granted a disability pension, the maximum sick leave payout is increased to 620 hours, all of which will be directed to the PEHP. Effective January 1, 2022, for those employees who retire and qualify for a pension, and for those employees granted a disability pension, the maximum sick leave payout is 600 hours, all of which will be directed to the PEHP. There shall be no cash payout to the employee of any accrued sick leave, in accordance with Article XI, Section 11.6.

(c) If an employee has 800 hours of banked sick leave as of January 1, he shall be eligible to receive in the month of January following the end of said year, a payout at the rate of one hundred percent (100%) for the difference between the sick leave hours accrued during that year less those sick leave hours used during that year. The first forty-eight (48) hours of such payment, if the employee is eligible, shall be directed to the Post-Employment Health Plan. Any hours available for payment above the first forty-eight will be paid to the employee if he so elects, or he may elect to defer the payment to the City's deferred compensation program or to the employee's HSA, if allowable. Effective January 1, 2018, and continuing, an eligible employee shall receive a payout as described above, except that any such payment shall not exceed 120 hours. All unused accrued sick hours exceeding the 120-hour maximum payout will remain in the employee's sick leave bank.

(d) In the event of death of an employee (not a retiree), the employee's beneficiary shall receive a payment equivalent to one hundred percent (100%) of all accrued but unused sick leave. The beneficiary shall be the individual designated by the employee as beneficiary under the group life insurance plan. If there is no life insurance policy in place, the beneficiaries shall be determined by the names entered on the "Designation of Beneficiary Form."

(e) In the event of illness of an employee's spouse or dependent children which is serious enough to warrant the presence of the employee, one (1) 24-hour day of accrued sick leave per incident may be used, with an annual maximum of three (3) such sick leave usage days. Additional sick leave beyond the three (3) days may be granted by the Fire Chief.

(f) In order to be eligible to direct sick leave payment at time of termination to the PEHP, an employee must give two weeks' notice of intent to resign or retire. The Fire Chief may waive this requirement in special circumstances.

(g) Sick Leave Donation. An individual employee may donate up to two 24-hour shifts per year to another employee in case of that employee's own serious medical condition or the serious medical condition of an immediate family member (as defined by FMLA). No employee may receive any donated sick leave until his accrued and banked sick leave accrual has been exhausted. No employee shall receive more than 30 24-hour shifts in any calendar year. Donations of sick leave will be taken from banked time and are not chargeable to annual sick leave payout eligibility. If the donated sick leave is for the employee's own serious medical condition, it will be considered an addition to the twelve calendar weeks of Family Medical Leave. If the donated sick leave is for the employee's immediate family member, the donated sick leave will be considered as part of the twelve calendar weeks of Family Medical Leave.

Section 9.6. Funeral Leave.

In the event of death in the immediate family, an employee shall be granted paid funeral leave of two (2) 24-hour shifts. Requests for funeral leave must be made and used within 10 calendar days following the day of death. Funeral leave will be granted under this section for employees on duty. Vacation or any other leave time will not be converted to funeral leave. For the purpose of calculating funeral leave, the first full day of absence shall be counted as the first day of funeral leave. Immediate family shall be defined as the employee's father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother and grandfather, grandchild or minor child's parent. "Mother" and "father" shall include persons other than the employee's actual parent if said person or persons reared the employee during a substantial period of his childhood. If an employee needs more than the funeral leave provided in this Section, he may request the use of accrued or banked vacation time or comp time. Employees who wish to attend a funeral for other than their immediate family may request the use of one accrued or banked vacation day to attend such funeral, as long as 24 hours' advance notice is given to the department and so long as the City is not required to hire back an employee to replace the absent Fire Fighter.

Section 9.7. Jury Duty.

When an employee is called for service as a juror on a shift he is scheduled to work, the employee will receive pay for the shift at his regular straight-time hourly rate, if the employee gives advance notice to the City and provides substantiation of jury service. Any compensation provided in return for serving as a juror may be kept by the employee.

Section 9.8. Uniforms.

(a) The City will provide authorized uniforms, protective clothing and protective devices which the City determines are required of employees in performance of their duties, without cost to any employee. The list of uniform items which the City will provide is set forth below, or the City will provide substitute items which the City determines are appropriate. The replacement process as described below will be for uniform and equipment items through vendors selected by the City as such items become worn out or damaged.

(b) The replacement process will be as follows :

(1) MEMBER'S RESPONSIBILITY

Each member will be given a yearly allowance of \$500 to be replenished on January 1st of every year of the member's employment. The yearly allowance is intended for uniform purchases only and will not be paid out as cash to any member. Any allowance not used by the end of December 31st will be forfeited. The uniform allowance for each member will be evaluated annually by Labor/Management to determine if costs warrant an increase. Changes in uniform allowance from year to year shall occur only upon Labor/Management approval. This allowance will be tracked by the vendor and will be used to replace members' Class A, Class B and workout clothing listed below or to purchase other clothing and equipment items on the vendor's website that have been approved by the Fire Chief. Members are responsible for maintaining a Class A and Class B uniform at all times and must maintain a clean and professional appearance while on duty in compliance with standing department policy. Replacement for any uniform/equipment items lost through employee negligence will be the member's responsibility.

(2) CITY'S RESPONSIBILITY

The City shall be responsible for the following:

- Supply all newly hired employees with the items listed below
- Supply all newly promoted members with the necessary clothing that is required for the rank to which they are being promoted.
- Supply all clothing that is required for any member's participation on a MABAS or Local special rescue team.
- Replace all items that are determined to be damaged or unusable (rips, tears, etc.) resulting from any department sanctioned activity, workplace exposure or as protective clothing expires.

The list of uniform items is:

Protective Clothing:

Fire Helmet	Bunker Coat	Bunker Pants	Fire Boots	Suspenders
Firefighting Gloves	2 Nomex Hoods	SCBA Face Piece	Truckman's Belt	Extrication Gloves
				Gear Bag

Class A Uniform Clothing:

2 Brushed Silver Name Tags	Class A Cap	Cap Badge or Bugles	Rank Cap Strap	1 Class A Dress Trouser
1 Class A Dress Coat	1 Dress Belt	1 Class A Short Sleeve Shirt	1 Class A Long Sleeve Shirt	1 Pair Dress Shoe
1 Class A Tie (navy blue)	Badge			

Class B and Workout Uniform:

Class B Shirts (4 total, Short or Long)	2 Black Duty Shoes/Boots (1 may be athletic shoe for summer uniform)	1 Seasonal Coat with vapor barrier and liner	1 Garrison Belt (black)	Badge
3 Polo Shirts	1 Duty Work Shorts	4 Work Pants (navy)	1 Pair Winter Gloves	4 Work Tee-Shirts
2 Pullover Job Shirts	1 Exercise Shorts	1 Sweatshirt	1 Sweatpants	1 Summer Hat/ 1 Winter Hat

Section 9.9. Educational Pay.

There shall be education pay as follows:

(a) Thirty Hours. The City's education pay program shall be continued in effect for the term of this Agreement (pay increase as defined in Section 9.1) and shall be subject to the following conditions: Completion of thirty (30) hours of college credit in Fire service and EMS related courses.

(b) Associate Degree in Fire Science. Employees who currently hold, or who subsequently obtain, an Associate Degree in Fire Science from an institution approved by the Fire Chief will receive a pay increase of two percent (2%) above the base salary rate as set forth in Appendix B. An employee with multiple degrees (associates, bachelors, masters) is only permitted to receive the pay increase for one degree.

(c) Bachelor's Degree in Fire Science. Employees who currently hold, or who subsequently obtain, a Bachelor's Degree in Fire Science from an institution approved by the Fire Chief will receive a pay increase of four percent (4%) above the base salary rate set forth in Appendix B. An employee with multiple degrees (associates, bachelors, masters) is only permitted to receive the pay increase for one degree.

(d) Master's Degree in Fire Science/Public Safety. Employees who currently hold, or who subsequently obtain from an institution approved by the Fire Chief a Master's Degree in Fire Science or Public Safety with a fire safety concentration will receive a pay increase of four percent (4%) above the base salary rate set forth in Appendix B. An employee with multiple degrees (associate's, bachelor's, master's) is only permitted to receive the pay increase for one degree.

Section 9.10. Longevity Pay.

Employees shall receive longevity pay as follows:

Service in Evanston Fire Department	Longevity Pay Based on Current Monthly Salary
Upon completion of 10 years of service but less than 15 years	1%
Upon completion of 15 years of service but less than 20 years	3%
Upon completion of 20 years of service but less than 25 years	4%
Upon completion of 25 years of service or more	6%

Effective January 1, 2024, employees shall receive longevity pay as follows:

Service in Evanston Fire Department	Longevity Pay Based on Current Monthly Salary
Upon completion of 10 years of service but less than 15 years	2.5%
Upon completion of 15 years of service but less than 20 years	4.5%
Upon completion of 20 years of service but less than 25 years	5.5%
Upon completion of 25 years of service or more	7.5%

Section 9.11. Paramedic Differential.

Employees who are qualified as Paramedics shall receive a pay differential equivalent to 6% of the G step of the Firefighter salary per month above the employee's regular pay grade. The employee must remain qualified as a Paramedic to continue to receive the Paramedic pay.

Section 9.12. Five-Day Employees.

Employees who are scheduled to work a five (5) day, 37.5-hour work week, such as Fire Prevention Bureau members, shall receive benefits (e.g., vacation, sick pay, etc.) computed on a ratio of 37.5/49.8, except that said employees shall not receive Kelly Days. Employees assigned to a 37.5-hour week for light duty or to

attend schools or for other training purposes shall continue to accrue vacation and sick leave benefits according to the 24/48 work schedule, shall not receive Kelly Days, and shall be paid overtime at the 24/48 rate. FPB assignments will be the decision of the Fire Chief or designee. Assignments as FPB/Investigator will be for a period of one (1) year, subject to removal by the Chief for non-performance, and renewable from year to year. Employees interested in becoming a Bureau inspector investigator shall express such interest in writing to the Fire Chief, who will consider such requests near the end of the incumbent's year assignment.

Section 9.13. Pay Differential.

Employees assigned as a Temporary Duty Assignment as a member of the Fire Prevention Bureau shall receive a pay differential above the employee's regular pay grade of \$3,600 per year. Said pay differential shall be made for any full or partial month where the employee is assigned as a member of the Fire Prevention Bureau.

Section 9.14. Special Team Leaders

Special Operations Team Leaders will be established for the following teams:

- Technical Rescue (Local and MABAS)
- Hazardous Materials (Local and MABAS)
- Surface Water Rescue (Local)
- Dive Team (MABAS)

Appointed Team Leaders with responsibility for a Special Operations Team will be paid \$750 per year while serving in such assignment.

Duties and Responsibilities

Under the supervision of the Special Operations Chief, the Team Leaders will have the authority and duty to coordinate, develop and complete the following for their respective teams:

- Coordinate with the Special Operations Chief and Division Chief of Operations annual training schedules for the team.
- Provide Division and Shift Chiefs with the team's annual departmental and MABAS Division 3 training schedules.
- Manage and record all team specific training for team members, including quarterly updates to Division Chief.
- Assist the Special Operations Chief in coordinating the attendance of MABAS Division Training.
- Develop annual Shift level training relative to their team.
- Complete annual inventory of their team's equipment.
- Assist Special Operations Chief in the scheduling of general service repair and maintenance of all team equipment.
- Assist Special Operations Chief in the development of an annual operating budget for their team.
- Complete and submit annual MABAS STAC and Medical Reports as well

- as MABAS Registration Forms as required.
- Ensure proper seasonal installation and removal of equipment (Wave Runners).
- Assist Special Operations Chief in selection of team members.

Appointed MABAS Special Operations Team Leaders shall maintain dual responsibility as Leader for a Local Response Team (if one exists) and will be paid an additional \$500 per year while serving in such assignment.

Local Team Leader Duties

- Develop shift support level training relative to their local team.
- While on duty, lead shift support level training through PowerPoints, hands on training and quarterly scenario-based drills.
- Manage and maintain certification and training records for all local team members.
- Assist Special Operations Chief in the development of a separate annual operating budget for their local team.

Unless the Team Leader chooses to utilize free time during the course of a duty shift, administrative duties, as defined above, shall be performed between 0830-1700 hours.

Special Operations Team Leaders will work on a shift schedule unless assigned to the FPB where they will be subject to the provisions of Article IX Section 9.12.

Qualifications for Technical Rescue, Dive and Haz-Mat:

- Selection will be made without regard to rank as Firefighter or Captain
- Current MABAS Division 3 Team Member in good standing
- OSFM Instructor II
- OSFM or NFA Incident Safety Officer
- Technical rescue or Haz-Mat certifications need to be at the OSFM Technician Level or equivalent for their team's disciplines
- Dive certifications through PADI, ERDI/DRI certifications for the following: Advanced Open Water, Public Safety Diver, Rescue Diver, Ice Diver

Applicants will be given 12 months to get the required certifications

Qualifications for Surface Water Rescue:

- Selection will be made without regard to rank as Firefighter or Captain
- Completion of the 40-hour Rescue Water Craft (RWC) training program
- Completion of the lifeguard training provided by the EFD / Evanston Lifeguards
- OSFM Instructor II
- Completion of a Boating Safety Course
- OSFM or NFA Incident Safety Officer
- Applicants will be given 12 months to get the required certifications

Selection

Assignment as Team Leader will be for a period of one year, renewable from year to year. Vacancies will be deemed to occur when an incumbent chooses to leave the position, or is removed by the Fire Chief for non-performance. In the event that vacancies occur, they shall be posted for 30 days. Members interested in becoming a Team leader shall express such interest in writing to the Fire Chief or designee.

The Fire Chief will make the selection of Team Leaders, after the posting period and selection process. In cases where multiple applicants are equally qualified (certifications/training) under this section, preference shall be given to those with the most seniority on the Special Team.

Section 9.15. EMS/Paramedic Shift Coordinator.

There will be three (3) EMS/Paramedic Shift Coordinators, one (1) for each shift. The employees assigned to this position will be paid an additional \$3,000 per year while serving in such assignment.

Duties and Responsibilities

Under the supervision of the EMS Division Chief, EMS/Paramedic Coordinators will have the authority and duty to coordinate, develop and complete the following:

- Review and process Shifts EMS reports on a daily basis. This will include requesting corrections and the filing of missing reports as needed.
- Coordinate with the EMS Division Chief and Division Chief of Operations annual EMS schedules for the Department.
- Assist EMS Division Chief in the scheduling and preparation of transport and non-transport vehicles for annual safety inspections and licensure.
- Attend and/or Chair EMS Committee Meetings for their respective Shift.
- Check email at the start of each Shift for EMS related updates, requests and work issues.
- Oversee the monthly-expired drug exchange for their respective Shift.
- Work with Shift Chiefs in the assignment of Paramedic Preceptors for new and transferring paramedics.
- Coordinate assigned preceptors on their respective Shift and resolve issues as they develop.
- All three (3) EMS/Paramedic Coordinators will meet with the EMS Division Chief to resolve issues within and across Shifts as needed.
- Assist in the administration of electronic PCR Program.
- Complete ongoing inventory of EMS equipment and order supplies as needed.
- Quality assurance review of random and anonymous EMS reports on a weekly basis for periodic training sessions.

Unless the Coordinator chooses to utilize free time during the course of a shift

duty, administrative duties, as defined above, shall be performed between 0830-1700 hours.

The EMS/Paramedic Shift Coordinator will work on a shift schedule assigned to the FPB where they will be subject to the provisions of Article IX Section 9.12.

Qualifications

- Selection will be made without regard to rank as Firefighter or Captain, provided the applicant have a minimum of three (3) years' experience as an EMT-P with the St. Francis EMS System and three (3) years' experience with the Evanston Fire Department overall
- Any Firefighter applicant must be a certified St. Francis/EFD Preceptor
- EMT-P in good standing
- ACLS and PALS Certifications
- Applicants will be given 12 months to get the required certifications, including preceptor

Selection

The selection of EMS/Paramedic Shift Coordinator will be made by the Fire Chief or designee after posting of the position for thirty calendar days, giving all interested applicants the opportunity to apply.

Assignment as EMS/Paramedic Shift Coordinator will be for a period of one year, renewable from year to year. Vacancies will be deemed to occur when an incumbent chooses to leave the position or is removed by the Fire Chief for non-performance. In the event that vacancies occur, they shall be posted for 30 days. Members interested in becoming EMS/Paramedic Shift Coordinator shall express such interest in writing to the Fire Chief or designee.

Section 9.16. SCBA Maintenance Technicians

There will be a minimum of three (3) SCBA Maintenance Technicians. The employee(s) assigned to this position will be paid \$2,500 annually in accordance with the parties' agreement.

Duties and Responsibilities

Under the authority of the Deputy Chief of Operations, SCBA Maintenance Technicians will have the authority and duty to execute the following responsibilities:

- Coordinate annual fit testing, including SCBA and CBRN masks, for all members of the Evanston Fire Department.
- Perform annual testing of all SCBA packs.
- Diagnose and repair problems with SCBA packs and cylinders.
- Take out of/place back in service all SCBA and cylinders.
- Maintain accurate inventory of all department issued SCBA packs and cylinders.
- Order replacement parts as needed.

- Process requests and maintain accountability for SCBA packs and cylinders when used by the Department's members for training purposes.
- Assist the Department's vendor with annual hydrostatic testing of all SCBA packs.
- Conduct periodic research and vetting (as necessary) of potential new vendors for upgraded SCBA packs and cylinders.
- Coordinate scheduling of SCBA maintenance with Department SCBA Technicians as needed.

Section 9.17. CPR Program Coordinator

There will be one (1) CPR Program Coordinator. The employee assigned to this position will be paid \$2,500 annually in accordance with the parties' agreement.

Duties and Responsibilities

Under the authority of the Deputy Chief of Operations, the CPR Program Coordinator will have the authority and duty to execute the following responsibilities:

- Schedule and execute CPR classes for all members of the Fire Department.
- Process, organize and execute CPR class requests from the public and private businesses.
- Develop contracts for the public and outside businesses and arrange for down payments prior to execution of CPR classes.
- Coordinate schedules for all EFD CPR Instructors, including the maintenance of an Instructor Hireback list.
- Maintain electronic recordkeeping of all CPR Program components including, but not limited to, class registration, instructor sign up, student sign in, class paperwork and CPR certifications.
- Deliver ongoing evaluation of CPR Instructors and oversee all CPR Instructor renewals.
- Maintain and assume responsibility for all equipment utilized for CPR classes and order additional supplies as needed.
- Implement continuous quality improvement (CQI) measures to improve delivery and quality of CPR classes.
- Update CPR course content when necessary to reflect changes made by the American Heart Association (AHA) to CPR guidelines.
- Organize CPR recertification opportunities for members of the Evanston Fire Department.

Section 9.18. Quartermaster

There will be one (1) Quartermaster. The employee assigned to this position will be paid \$2,500 annually in accordance with the parties' agreement.

Duties and Responsibilities

Under the authority of the Deputy Chief of Operations, the Quartermaster will have the authority and duty to execute the following responsibilities:

- Manage the receipt and distribution of all uniform orders and invoices.
- Ensure all Department members have proper and rank appropriate Class A uniforms and update members' Class A uniforms as necessary after promotion.
- Troubleshoot order issues (inventory, delayed processing, etc.) with the Department's uniform vendor.
- Maintain spreadsheet tracking the status of all uniform orders in addition to order history from all Department members.
- Notify the membership on annual deadlines for ordering new uniform items.
- Coordinate with the Deputy Chief of Operations on replacement of members' firefighting PPE on an as needed basis.

Section 9.19. Radio Maintenance Technician

There will be a minimum of one (1) Radio Maintenance Technician. The employee(s) assigned to this position will be paid \$2,500 annually in accordance with the parties' agreement.

Duties and Responsibilities

Under the authority of the Deputy Chief of Operations, the Radio Maintenance Technician will have the authority and duty to execute the following responsibilities:

- Manage the routine maintenance of the Department's full inventory of radios, including mobile radios located on all rigs and all handheld radios.
- Maintain sufficient supply of replacement parts to address time-sensitive radio repair issues.
- Coordinate and communicate with outside vendors utilized by the Department for radio issues which fall beyond the scope of routine maintenance.
- Prepare and package all radios in need of additional servicing for delivery to the Department's outside vendor.
- Receive radios which have been repaired by outside vendors and notify Deputy Chief of Operations and Shift Chiefs when the radios are ready to be placed back in service.
- Maintain a proper inventory of all current Department radios (serial numbers, brand/type, station location) and coordinate with the Deputy Chief of Operations on the replacement of radios through periodic updating and/or functionality as needed.

Section 9.20. Small Tools Technician

There will be a minimum of one (1) Small Tools Technician. The employee(s) assigned to this position will be paid \$2,500 annually in accordance with the parties' agreement.

Duties and Responsibilities

Under the authority of the Deputy Chief of Operations, the Small Tools Technician will have the authority and duty to execute the following responsibilities:

- Manage the routine maintenance of the Department's inventory of small tools, with a particular emphasis on chainsaws, K-12 saws and other gas-powered tools.
- Maintain sufficient supply of replacement parts to address time-sensitive small tool repair issues.
- Coordinate with Shift Chiefs and the Deputy Chief of Operations for small tool issues which fall beyond the scope of routine maintenance (e.g., total replacement).
- Drop off/pick up tools and tool parts that will be added to replacement inventory, utilized for current repair needs or for total tool replacement.
- Maintain maintenance log of tool repair history detailing routine maintenance and preventative maintenance.

Section 9.21. Drone Team Technician

There will be a minimum of one (1) Drone Team Technician. The employee(s) assigned to this position will be paid \$2,500 annually in accordance with the parties' agreement.

Duties and Responsibilities

Under the authority of the Deputy Chief of Operations, Drone Team Technicians will have the authority and duty to execute the following responsibilities:

- Possess and maintain an FAA Part 107d Pilot's License with night flying endorsement.
- Respond to and deploy City drone resources in emergency situations to support Police and Fire operations.
- Develop and conduct training for all pilots in the Public Safety Drone Team in accordance with FAA regulations.
- Maintain Team training records.
- Develop and implement SOPs for Drone Operations in conjunction with EPD Drone Team Leader.
- Conduct routine maintenance and inspections of all drone equipment.
- Maintain inventory (serial numbers, brand/type, location) in an electronic format and coordinate with the Deputy Chief of Operations on the replacement or maintenance of drones through periodic updating and/or functionality as needed.

Section 9.22. Fire Equipment Coordinator

There will be a minimum of one (1) Fire Equipment Coordinator. The employee(s) assigned to this position will be paid \$2,500 annually in accordance with the parties' agreement.

Duties and Responsibilities

Under the authority of the Deputy Chief of Operations, the Fire Equipment Coordinator will have the authority and duty to execute the following responsibilities:

- Manage the inventory of all fire equipment and tools used on frontline and reserve fire apparatus.
- Ensure all frontline and reserve fire apparatus are updated with appropriate tools and equipment when the Department approves and/or adopts new equipment for its fleet of apparatus.
- Coordinate with the Deputy Chief of Operations for replacement of defective tools and equipment.
- Maintain an itemized log of repairs and purchases of new fire equipment needed on frontline and reserve rigs.
- Provide communication to the Department when new equipment has been taken out of/placed in service on all frontline and reserve fire apparatus.
- Research potential new tools and equipment and provide updates to the Deputy Chief of Operations on operating needs pertaining to frontline and reserve fire apparatus.
- Collaborate with the Deputy Chief of Operations and the City's Fleet Services on timelines and turnarounds for repairs of frontline and reserve fire apparatus.

Members performing the duties delineated within Section 9.16 through 9.22 shall be assigned for a period of one (1) year, renewable from year to year. Vacancies will be deemed to occur when an incumbent chooses to leave the position or is removed by the Fire Chief for non-performance. Vacancies will be posted for fifteen (15) days. Members interested in these positions shall express such interest in writing to the Fire Chief or his designee. The Fire Chief shall retain the authority to make the selection to any of these positions after the required posting period and selection process has concluded. When multiple applicants are equally qualified, selection will be made based on Department seniority. Unless members choose to utilize free time during the course of a shift duty, administrative duties, as defined above, shall be performed between 0830-1700 hours. If the Fire Chief determines that members are not satisfactorily performing their job assignment, the Fire Chief may assign members to fire stations more conducive to completion of the work, which shall be limited to SCBA Maintenance Technicians and the Fire Equipment Coordinator.

Section 9.23 . Deferred Compensation Program.

The City agrees to co-administer a deferred compensation program (known as a 457 plan) sponsored by the IAFF for members of the bargaining unit. There will be a one-time \$25 charge to each participating employee to offset the City's cost in adding a new program.

ARTICLE X

Hours of Work and Overtime

Section 10.1. Normal Workday and Work Cycle.

The normal shift schedule for Fire Fighters whose principal assignment is fire suppression and/or EMS duty shall be twenty-four (24) consecutive hours of duty, normally beginning at 7:00 a.m., followed by forty-eight (48) consecutive hours off duty. The normal work cycle for such Fire Fighters shall be nine (9) such twenty-four (24) hour shifts within a twenty-seven (27) day work period. The hours thus generated shall be reduced by scheduling a "Kelly Day" off duty every ninth duty day to produce an annual average work week of 49.8 hours per week. The City shall schedule the Kelly Days as provided in this Section.

In the event the City regularly schedules an employee or employees for a duty schedule other than the normal schedule:

1. The duty schedule shall be as described in Section 9.12 of this Agreement;
2. Employees moving from a 37.5 hour work week for mandatory training back to a 24/48 shift schedule shall receive time and one half for all hours worked over 49.8 in the week they return to a 24/48 shift schedule;
3. The Fire Chief will grant an interview to the affected employee to provide an opportunity to discuss any complications with such a schedule change before the schedule change is put into effect; provided, however, the City will request and consider volunteers before making a change on a mandatory basis. To be eligible for the Kelly Days provided for in each year of this Agreement, the employee must be an employee of the Department as of January 1 of that year. If an employee is not an employee of the Department as of January 1, he shall be eligible for one Kelly Day (one 24-hour shift) in that year for each twenty-seven (27) days of employment.

Section 10.2. Overtime.

- (a) Overtime shall be defined as all hours worked in excess of the scheduled normal workday.
- (b) Overtime shall be paid at the rate of one and one-half the hourly salary rate for all hours worked in excess of the scheduled normal workday. All scheduled, voluntary overtime shall be paid at the rate of one and one-half the hourly salary rate based on time worked. All mandatory overtime and all unscheduled overtime (i.e., emergency call back or hireback to fill a department need) shall receive a minimum of four hours pay at one and one-half his/her normal rate.
- (c) Overtime pay shall be calculated to the nearest one-quarter hour.

(d) If the City schedules mandatory training hours on off-duty time and directs an employee in writing to attend, the employee shall receive double time pay for said hours, except:

i. new employees attending mandatory training as a condition of employment shall be paid at the rate of time and one-half; and

ii. Fire Officers attending up to 16 hours per calendar year and Shift Chiefs attending up to 12 hours per calendar year of mandatory training in supervisory and/or management skills shall be paid at time and one-half. If the mandatory training session is held on the employee's vacation or Kelly Day, the employee will not be required to attend on that day. The minimum set forth in subsection (b) shall not apply.

(e) Employees assigned to a 37.5-hour work week schedule shall be paid overtime for all hours in excess of 7.5 hours per day.

Section 10.3. Compensatory Time.

An employee who is scheduled to work beyond his normally scheduled hours of work may request to take compensatory time in lieu of pay. The employee shall be entitled to one and one-half hours of compensatory time for all hours in excess of his normal work schedule.

When an employee works a hire-back or otherwise earns compensatory time off, he may elect to bank the hours as compensatory time in lieu of receiving monetary compensation in that pay period.

In consideration of the City offering the use of compensation time in accordance with this section, the City and the Union agree, in furtherance of Section 7(o)(5) of the Fair Labor Standards Act, to place restrictions on the use of compensatory time under circumstances which both parties agree would constitute an "undue disruption" of the Department's operations.

This section will allow employees to use compensatory time to take time off at a future date, even during times when Shift Vacation Calendar might otherwise be full and would prevent normal scheduling of time off.

Effective January 1, 2012, any time previously accrued and categorized as Compensatory Time will be transferred hour for hour into a Hire Back/Comp Time Bank and be re-categorized as Hire-Back Comp/Time (HBCT)

The following procedure shall be followed for utilizing the HBCT option:

Notice of Banking a Hire-Back: When an employee elects to bank a Hire-Back, the employee shall notify the Shift Chief in writing using the HBCT Request Form. Time will be banked at a time and one-half rate (e.g., a 24 hour hire back would result in 36 hours of HBCT).

Requesting to Use HBCT: In order to request the use of HBCT, the employee must have the time in the bank. The time must be requested in increments of four (4) hours. A HBCT Form shall be completed by the employee and submitted to the Shift Chief. All requests will be recorded with the date and time they are received and shall be submitted to the Shift Chief no later than twelve (12) hours prior to the beginning of the shift day in which the HBCT will be used. Employees must have enough time in their HBCT bank to cover the request at 1.5x the request.

Filling Hire-Back Bank Requests: Requests for HBCT use will be prioritized in the date and time order in which they are received. If the requirements of a specific assignment cannot be met (e.g., Officer, FAO, etc.), the requests will be denied. The requesting employee may increase requested time increment at a later date to make the slot more attractive and more likely to be filled but an employee may submit no more than three requests for any particular date.

Any Hire Back caused by the employee using the compensatory time will be charged against the employee's HBCT: The scheduled employee's HBCT Bank shall be reduced by time and one half for each hour granted off (e.g., 24-hour hire-back at time and a half equals 36-hour reduction in HBCT Bank).

Overage Costs: The City shall incur no additional overtime costs due to HBCT usage. In the rare case where an over run/holdover occurs, the employee using the HBCT shall have two options:

1. The requesting and covering employees may mutually agree that the overage/holdover time will be considered an emergency duty trade subject to approval of the Shift Chief and there will be no additional balance reduction or additional compensation.
2. The overage time will be charged to the employee's HBCT Bank and will be reduced accordingly to cover the overage.

Cash Out: If an employee elects to do so, a HBCT Request Form will be completed by the employee and submitted to the Shift Chief. An employee may cash out their HBCT Bank at the final pay period of the fiscal year for any remaining HBCT bank time. Employees may not carry over from one fiscal year to the next more than 72 hours. The HBCT record will be administered through Fire Headquarters.

Section 10.4. Saturday Schedule.

Saturday shall be a regular workday and employees shall perform normal workday assignments, except where the Saturday is a holiday under Section 9.2 (c) where a holiday work schedule is observed.

Section 10.5. Trade Policy.

A firefighter may trade with a firefighter and a captain may trade with a captain. Whether the individual is a paramedic will not be taken into account in granting or denying a trade, so long as there will be no need to hire back a firefighter/paramedic in order to have sufficient firefighter/paramedics on duty, should a trade be granted.

A Shift Chief may trade with another Shift Chief or with a Fire Captain who is a member of a pool of Acting Shift Chiefs established by the Fire Chief. Effective March 1, 2005, a Fire Captain may trade with an Acting Captain, with a maximum of one such trade per shift. Trades under this provision will be approved on a first come, first approved basis.

Exchange of tours of duty shall not exceed eight (8) consecutive tours of duty and may not be bridged by any other form of paid or unpaid time off, except that bridging of eight (8) trades or less shall be permissible. Any requests for extensions beyond the maximum consecutive trades of tours of duty must be submitted in writing to the Fire Chief for his approval.

All trades of tours of duty (shift trades/Kelly day exchanges) must be repaid within 12 months of the trade.

In addition to the foregoing, the parties agree that if administrative problems arise concerning shift trade rules and regulations, the parties will use their best efforts to resolve these differences at labor-management meetings pursuant to the labor contract.

Section 10.6. Maximum Hours Worked

In order to ensure the safety of personnel and operations, Evanston Fire Department personnel may not work more than 60 hours in a 72-hour work period. A minimum 12-hour break is required after working 60 hours in a 72-hour work period. Work periods include, but are not limited to, the following:

- Regularly scheduled shifts
- Trades/KD Trades
- Overtime/Hirebacks
- Attendance at, or instruction of, department-approved training sessions
- Special events
- Fire Prevention/Public Education activities
- Evanston detail assignments

Members will be responsible for managing hours worked not to exceed the 60-hour maximum including a minimum 12-hour break prior to their next scheduled

shift or other department-sanctioned activity.

Notwithstanding the foregoing, under extenuating circumstances (emergency work in progress, community emergency or disaster), individuals may be required to work in excess of 60 hours by order of, or approval by, the Fire Chief or his/her designee.

**ARTICLE XI
Group Insurance**

Section 11.1. Group Life Insurance.

The City's group life insurance program shall be continued in effect for the term of this Agreement, and the City's fifty percent (50%) contribution shall continue. Further, during the life of this Agreement, the City shall offer a Universal Life Insurance Program, and the employee will pay one hundred percent (100%) of the cost of the premium.

Section 11.2. Group Hospital-Surgical-Major Medical Insurance.

(a) Employees may participate in one of the medical insurance plan(s) maintained by the City. If the City determines that one of these plans shall no longer be in effect, or if the City adds a new plan, employees shall have the right to switch to another plan on a non-medical basis under rules established by those plans.

(b) Effective January 1, 2020, employees will fall in the below tiers and contribute the following percentage (%) of total premium costs, which shall be deducted from their employee paychecks:

<u>Tier</u>	<u>Plan</u>	<u>Percentage</u>
Employee	HMO	12%
	PPO	15%
Employee + 1	HMO	10%
	PPO	13%
Family	HMO	12%
	PPO	15%

The contribution amount for the Employee + 1 will be calculated as a percentage of the total family premium cost. As of January 1, 2020, the Employee + 1 or 2 children and Employee + Spouse/DP tiers no longer exist.

Deductible amounts for PPO plans are as follows:

	<u>PPO1</u>	<u>PPO2</u>
Single In Network:	\$500	\$1000
Family In Network:	\$1500	\$2000
Single Out of Network:	\$1000	
Family Out of Network:	\$3000	

(c) Former bargaining unit employees who are retired and are receiving a current Illinois fire pension may elect insurance plan coverage under the rules and regulations established by the plans, so long as the retiree pays the entire group insurance premium, without any City contribution. Payment shall be by means of deduction from the pensioner's Fire Pension Fund check.

(d) Upon request, the City shall provide the Union with information and documents relating to existing programs and any proposed changes. The City will notify the Union of any changes made to the City's medical insurance program 30 days prior to the effective date of such changes. The City will notify the Union of any changes made by the providers of the City's medical insurance program within 15 days of receiving such notice from the provider.

In the event, however, the City exercises the right to change insurance carriers for part or all of the life/medical insurance program or to self-insure any or all said programs, benefit levels shall remain substantially the same.

In the event that City-instituted changes result in overall benefit levels that are no longer reasonably comparable to those which predated the changes, the Union shall have the right, within thirty (30) days of the insurance changes taking effect, to demand impact and effects bargaining over the City's changes by so notifying the Director of Human Resources in writing. The parties shall then promptly meet and negotiate in good faith over the impact and effects of the changes.

The City may elect to implement the changes during the pendency of impact and effects negotiations. The Union shall have the right to identify another economic item (other than time off or this insurance program language) to include in such negotiations. The parties shall negotiate as to the impact and effects of the City's changes and the item identified by the Union for a period of thirty (30) days or longer if the parties mutually agree. After thirty (30) days if the dispute is not resolved, either party may invoke interest arbitration. The arbitration shall be conducted in accordance with Section 14 of the Act except that the impartial arbitrator shall be selected in accordance with the procedures of Article VI of this Agreement. The Arbitrator shall not have the authority to modify the changes in the insurance program, but if he determines that the changes made in light of all the circumstances warrant the consideration of the parties' final quid pro quo offers, he shall have the authority to do so.

Section 11.3. Section 125 Plan.

The City will continue to offer a Section 125 Plan for employee contributions under this Article.

Section 11.4. Dental Plan Option.

The City shall continue to offer the choice of two dental insurance plans to all employees eligible for insurance coverage. Employees who enroll in one of the dental plans will be required to stay in the plan for at least one year before changing plans or dropping out entirely. There will be no contribution by the City to either of the dental plans; the employee will pay 100% of the cost of the premiums.

Section 11.5. Medical Insurance – Line of Duty Death.

In the event an employee with dependent medical coverage is killed in the line of duty, the employee’s spouse shall receive continuation dependent coverage as specified under federal law, except that the City will contribute toward the costs of such coverage the equivalent amount paid for the costs of such coverage applicable to other employees covered by this Agreement, which may change from time to time.

Section 11.6. Post-Employment Health Plan.

The City agrees to participate in the Post Employment Health Plan for Collectively Bargained Public Employees (“Plan”) in accordance with the terms and conditions of the Plan’s Participation Agreement, a copy of which is attached to this Agreement. The parties hereto designate Genesis to act as Administrator and Bank of America to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The City agrees to contribute to the Plan on behalf of the employees covered by this Agreement. After the effective date of this Agreement, the City shall contribute to the Plan for each eligible employee, the amount of \$70 per paycheck, except that when there are three paychecks in a month, the \$70 will not be deducted from that paycheck. Additionally, for employees eligible for the annual sick leave payout described in this Agreement the City shall contribute the first forty-eight (48) hours of such payout eligibility to the Plan. Finally, upon termination, 100% of the eligible employee’s sick leave balance that would otherwise have been paid to the eligible employee as described in this Agreement had the City not participated in the Plan shall be contributed to the Plan.

Section 11.7. Health Insurance Opt-Out.

Employees who elect to drop City medical coverage, because that employee is covered by another group plan, shall receive payment from the City of \$1,800.00 per year.

ARTICLE XII

Labor-Management Conferences

Section 12.1. Meeting Request.

The Union and the City agree that in the interest of efficient and effective operation and management and in the promotion of harmonious employee relations, quarterly meetings will be held in January, April, July and October, at a mutually agreed date. More frequent meetings may be held if mutually agreed. Either party may provide a written agenda. The City and Union shall each designate two representatives (and one alternate) to attend such meetings. The names of members and alternates may be changed annually. In addition, either the City or the Union may designate up to two (2) additional representatives who are City employees. Such meetings shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement.
- (b) a sharing of general information of interest to the parties.

Section 12.2. Content.

It is expressly understood and agreed that such meetings shall not be a part of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 12.3. Procedures.

If a labor-management meeting is scheduled during an employee's normal workday, the employee shall be compensated for time lost from the normal straight-time work day. Minutes of labor-management meetings shall be prepared, and any agreement reached shall be committed to writing and signed prior to implementation.

ARTICLE XIII

General

Section 13.1. Safety.

The City and the Union desire to maintain safe working conditions. Employee suggestions concerning safety will be considered fully and prompt responses will be given. The Union and the City agree to continue the joint labor/management efforts to develop a strategic plan for the department. This includes evaluating the Fire Department's effectiveness, efficiency and safety of all departmental operations including but not limited to fire suppression, emergency medical service, and special operations delivery in order to protect the public and members of the Fire Department. This evaluation will include a review of relevant local/state policies, regulations, statutes, fire department accreditation resources, NFPA standards including NFPA 1710 and any other information that assists in development and implementation of the departmental strategic plan.

Section 13.2. Exchange of Duty.

The Fire Chief or his designated representative may grant the request of any two employees covered by this Agreement to exchange tours of duty, or Kelly Days off, pursuant to criteria specified in the Side Letter of Agreement attached to and made a part of this Agreement as Section 10.5.

Section 13.3. Rate of Pay for Serving in Higher Rank.

When an employee is temporarily assigned in a higher paying rank, and such temporary assignment continues for four or more consecutive hours, the employee shall be paid at the GP step in the higher rank to which they are assigned for each full 24-hour shift. Any FAO temporarily assigned as an acting Fire Captain shall receive the equivalent of the acting pay differential between FF/PM and Fire Captain at the GP step.

Section 13.4. Outside Details.

When an employee is assigned to an outside detail, the pay rate shall be \$75 per hour regardless if the detail is voluntary or mandatory, with a three-hour minimum, except there shall be no payment in situations where a firefighter volunteers to serve without pay as a civic contribution. Any outside detail must be sanctioned and signed off by the Fire Chief or his designee. When details are sanctioned, our participation will be mandatory. Volunteers will be solicited. Should the volunteer number be insufficient, members will be mandatorily assigned to the detail. The outside detail list will be used to make any mandatory detail assignments. In the unlikely event that we are unable to secure anyone for the detail using the detail list, the standard hire back list for staffing will be used as a last resort. Members mandatoried off the standard hire back list to work a detail shall receive their overtime rate or the pay rate within this agreement, whichever is higher.

MABAS Resource Deployment

This section of the contract covers a MABAS Resource Deployment which mobilizes MABAS resources for a large-scale incident response over an extended time period where the City is reimbursed through the Federal or State government. This section does not cover MABAS Mutual Aid and MABAS Task Force responses. All deployments must be approved by the Fire Chief and are subject to the following:

Teams of five (5) or less will consist of at least:

- One Captain or Acting Captain or Shift Chief
- One FAO/QD (if an Evanston vehicle is used)

Teams of six (6) or more will consist of at least:

- Two Captains or Acting Captains or Shift Chiefs
- One FAO/QD (for each Evanston vehicle used)

A selection list shall be created for all ranks of Shift Chief and below. Selection from the list will be based upon the following factors in order of importance:

1. Specific needs/talents as determined by the affected jurisdiction or request.
2. Individual qualifications as stated above.
3. No more than one Shift Chief or two Captains will be allowed for any deployment (unless approved by the Fire Chief)
4. Date of last deployment (as of 8/21/09)
 - a. Those with the most recent deployment date would move to the bottom of the list.
 - b. If there is no previous deployment date or a tie in dates, seniority in time on the job will be the determining factor.

In past deployments, there has been little or no advance notice. The City will work with the Union to implement a system that will provide a rapid, redundant and verifiable means to contact all employees to notify them of the deployment request.

Members selected for approved deployments will be compensated in accordance with Article X, Section 10.2.

Section 13.5. Additional Duties.

The City will not add duties which are unrelated to the Fire Department without prior agreement of the Union.

Section 13.6. Joint Safety Committee.

There shall be a Joint Safety Committee comprised of three employee members selected by the Association and three members selected by the City. The Association and the City shall advise the other party of the names of its members and any change in names. There shall be regular quarterly meetings of the Committee and additional meetings as needed.

The Joint Safety Committee shall:

- (a) develop its own procedures for effective operation, including the taking of minutes of Safety Committee meetings and the review and approval of minutes at the subsequent meeting;
- (b) review and discuss any and all matters pertaining to the safety of employees while on duty;
- (c) make recommendations to the City concerning facilities, apparatus, protective equipment, protective clothing, procedures, accident prevention, or other safety matters;
- (d) encourage employees to comply with safety rules, regulations and procedures which the City issues from time to time;
- (e) process and resolve, to the extent possible, employee safety complaints which have not yet become formal grievances. The Fire Chief or his designee will meet with the Joint Safety Committee within five (5) working days of receipt of a safety complaint for resolution. After an attempt is made to resolve a safety complaint at such meeting of the Joint Safety Committee, an unresolved complaint may be filed directly at Step 2 of the grievance procedure, if the Association so elects.

Section 13.7. Formal Training,

The City has enacted an Ordinance calling for participation in the Illinois Fire Protection Training Act.

- (a) The City and the Union agree that it is in the best interest of the City for its employees to participate in training drills and courses. At times, training evolutions are designed to create live scenarios to better develop knowledge and skills for employees.
- (b) The City recognizes that such drills and courses are as dangerous to employees as a live incident.
- (c) Employees that are approved instructors by the City shall be qualified in the subject area. They shall be trained in all NFPA and OSHA standards that may apply for safe training. All courses shall be approved by the Safety Committee thirty days prior to the training date. If an acquired structure or practical course becomes available that would not allow for the 30-day lead review, the requirement may be waived with the approval of the course by both of the joint Labor/Management Safety Committee Co-Chairs. All live fire training will be in accordance with NFPA 1403.
- (d) Training given by MABAS Division 3 shall be approved by the Training Committee thirty days prior to the employee participation. The City shall not have other events or training that would require remaining companies to be on second calls while employees are involved in a MABAS Joint Training Drill and a frontline suppression vehicle is taken out of service.

(e) Front-line suppression vehicles shall be allowed out of service for training for no more than 4 hours and 30 minutes.

(f) Employees who participate as a MABAS Division 3 instructor for approved MABAS Division 3 training or as a NIPSTA Instructor for other classes will be an independent contractor for NIPSTA and not covered under the City's Workers' Compensation Program. However, the employee may request to use City equipment for the class with the approval of the Fire Chief or his designee.

(g) Effective January 1, 2023, and continuing in the first pay period of each fiscal year, the City shall provide all Union members with 36 training hours which shall be used for the purpose of shift/duty coverage to allow members to attend outside training classes while scheduled to be on duty. These hours shall be deposited into a bank known as "Professional Development." The rules for the use of Professional Development hours shall be as follows:

- After an Outside Training Request has been approved, members must submit for the use of Professional Development hours for shift coverage a minimum of one (1) shift day prior to the day(s) requested. Requests shall be submitted to the member's Shift Chief and then posted to the membership via department email.
- In order to request the use of Professional Development hours, the member must have the required hours in their bank.
- Members may not be unreasonably denied the use of Professional Development hours. A hireback, including mandatories, may be required at the discretion of the Fire Chief to fill shift staffing when a member submits for the use of Professional Development hours. When a hireback is required, the time charged against the Professional Development bank shall be deducted at 1.5x hours. If the Fire Chief does not hire back, the time charged against the Professional Development bank shall be deducted hour for hour.
- Members who work a hireback or other scheduled overtime shall have the option to direct the hours worked into their own Professional Development bank.
- Members can accumulate up to a maximum of 72 hours. Hours cannot be cashed out and are not transferable.
- Professional Development hours shall not be used or deducted from a member's bank when an approved class is grant funded or provided in-house.

(h) Separate from and in addition to providing Professional Development hours to Union members in this Agreement, the City shall be responsible for providing shift coverage for Union members to attend the following OSFM classes:

- Company Fire Officer
- Advanced Fire Officer

Members shall be responsible for their own shift coverage to attend any prerequisite class needed to obtain the OSFM certifications of Company Fire Officer and/or Advanced Fire Officer.

(i) MABAS team members (TRT, HazMat, Dive, Fire Investigation) who are appointed to and maintain good standing with their respective team by meeting annual minimum STAC requirements shall receive a 1% stipend on top of their base annual salary. Members may be removed from the team for non-compliance with STAC requirements or failure to achieve the required OSFM certifications. MABAS special team members shall serve the Department in such capacity for a minimum commitment of five (5) years. All appointments to MABAS Special Teams shall be consistent with the MOU titled "Special Rescue Team Member Selection" as agreed to and revised as necessary by the Fire Chief and Union President.

Section 13.8. Mutual Aid.

It is not the City's intention to use mutual aid to avoid callbacks.

Section 13.9. Pension System.

The pension and retirement benefit and the administration thereof shall be in accordance with the Illinois Firemen's Pension Fund for the duration of this Agreement.

Section 13.10. Light Duty.

If an employee is injured or recuperating and cannot perform normal duties, the City may make a fire-related light duty assignment, if the City determines such assignment is in its best interests, such light duty work is available, if the employee is medically able to perform such light duty, and provided there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six (6) months. Except as otherwise provided below, light duty assignments shall be on thirty-seven-and-one-half (37.5) hours work schedule in accordance with Section 9.12.

For employees with off-the-job injury/illness, in addition to the above conditions, employees may only request light duty after using at least five 24-hour shift days (120 hours) of sick leave. Employees who have less than 5 days (five 24-hour shift days or 120 hours) of sick leave must use the hours they have before requesting light duty. Employees may only request light duty for up to 90 calendar days at which time an extension may be granted by the Fire Chief or his designee.

All bargaining unit members will receive equal consideration in application of this Section. There shall be no loss of sick pay while an employee is on light duty unless the employee chooses to use sick leave to take off for illness from his light duty assignment, at which time 8 hours of sick time will be deducted for each light duty day missed.

An employee assigned to work light duty on a 37.5-hour schedule will report to Fire Department Headquarters on the day he is directed and will work the hours of 0830 to 1700 (8:30 a.m. to 5 p.m.) with the exception of Saturday, Sunday and City Holidays.

The Fire Chief may assign an employee on light duty to a 24/48 restricted duty schedule. The Fire Chief or his designee will make that determination based upon the illness/injury of the employee, medications being taken, office projects that need to be completed and the qualifications of the employee making the request. A member's assignment to a 24/48 hour or 37.5-hour light duty schedule may be altered by the Fire Chief or designee.

Employees who are assigned a 24/48-hour restricted duty schedule will work a shift and will follow the standard 24/48 hour schedule including Kelly Days and taking their vacation days.

Nothing herein shall be construed to require the City to create light duty assignments for an employee, or to provide light duty work when such assignments may be available. Employees will only be assigned to light duty assignments when the City in its discretion determines that the need exists and only as long as such need exists.

Section 13.11. Bulletin Boards.

The City will provide bulletin boards in each fire station for the Union to use for postings regarding Union business. The City reserves the right to require prior approval of postings.

Section 13.12. Job Descriptions.

The Association will be provided with a 30-day advance notice of all changes or additions to the job descriptions of all classifications within the bargaining unit.

Section 13.13. Credit Union Checkoff.

Upon receipt of a signed credit union checkoff authorization in a form approved by the City, the City agrees for the duration of this Agreement to deduct from such employee's pay, amounts to be paid to the Evanston Fireman's Credit Union. Deductions shall be made twice monthly on the first and second City payday of each month and shall be remitted on an expedited basis in the form of an "Advance Check" to the person designated in writing from the Credit Union to receive such deductions. The City has the right to establish reasonable administrative rules in regard to the Credit Union checkoff. It is understood that

the City shall take no part in the affairs of said Credit Union and shall have no liability for, nor responsibility to the Credit Union, except for the payroll deduction set forth in this Section. Continuation of this Section is contingent upon said Credit Union conforming to the provisions of the Illinois Credit Union Act.

Section 13.14. Bed Linens.

The City shall provide the initial issue of bed linens upon hire. All subsequent replacement of bed linens shall be at the employee's expense.

Section 13.15. Sick Leave Rules.

(a) In the event an employee is unable to report for work due to illness or injury, he/she must inform his/her Department Head or Supervisor by the time designated by the Department rules. Failure to do so, each day of absence, or at agreed-upon intervals in the case of extended illness, may result in loss of pay. Failure to report for three consecutive duty days may result in termination.

(b) The Fire Chief may make any appropriate investigation or establish reasonable controls to prevent the abuse of sick leave. Proof of illness or disability in the form of a medical certificate from the attending physician, the City's physician or a nurse practitioner will be required for any absence of two consecutive duty days or more and will be required for any absence due to sickness or injury after an employee has used 48 hours of sick leave in any calendar year. Abuse of sick leave based on false claims of illness or injury, or falsification of proof to justify such sick leave will be cause for loss of pay and disciplinary action.

(c) Grounds for suspecting abuse of sick leave include, but are not limited to, information received by the City that the employee is, or was, during any day for which sick leave is claimed:

- i. Engaging in other employment; or
- ii. Engaging in activity or being present in a place inconsistent with a claim of illness or injury.

(d) Excessive use of sick leave, repeated instances of inadequate notice to supervisors requesting the use of sick leave, and requests for or use of sick leave under suspicious circumstances (such as a request which immediately follows the employee's being assigned to a particular job or task or repeated absences immediately preceding or following weekends, holidays or vacation periods, etc.) shall also be grounds for suspected abuse of sick leave.

(e) Actual abuse of sick leave shall subject an employee to discipline up to and including discharge. Abuse of sick leave consists of:

- i. Unjustified or unsubstantiated use of sick leave (as in cases where a doctor's certificate is required but not supplied, or in cases where the doctor's certificate or employee statement fails to substantiate the

employee's claim of illness or injury requiring the employee to be off work); or

- ii. Unjustified failure to give adequate notice to the City of the use of sick leave; or
- iii. Falsification of a written, signed statement by the employee or of a doctor's certificate.

(f) In reference to Article IX, Section 9.5(e), an employee will be required to produce a medical certificate after using 48 hours of sick leave for the employee's spouse or dependent child.

Section 13.16. Hearings.

The City and the Union shall each be responsible for the compensation of their own witnesses and/or representatives who attend hearings where the Union and the City or the Union and the employee are parties (for example, court hearings, State Labor Board hearings); provided, however, that one employee shall be released from duty if necessary to attend such hearing without loss of pay. If the employee or Union wishes that additional employee representatives or witnesses be present, those employees shall be released from work pursuant to Section 13.2, Exchange of Duty, if the employee requests such exchange.

Section 13.17. Physical Fitness Program.

(a) General. The City and the Union recognize that employees should be in good physical condition in order to perform their work effectively and safely and to protect themselves, co-workers and citizens. The City recognizes that it has a responsibility to provide a safe working environment, consistent with the inherent risks and hazards of the work, including but not limited to, ensuring that employees are physically fit to perform their work. The approach of this Article shall be positive, and the objective shall be to ensure that employees are fit for work, rather than to discipline or otherwise adversely affect employees. The parties will continue to work through the Joint Safety Committee to achieve the objectives of this Article.

(b) Medical Examinations. The City shall provide and pay for a medical examination for all employees covered by this Agreement, on a periodic basis, in order to evaluate the employee's fitness for duty. The examination shall include those factors which are determined medically appropriate, including electrocardiogram and/or exercise stress tests where appropriate and shall utilize NFPA 1582 Standard on Medical and Physical Performance Requirements for Fire Fighters as a guide in the City physician's determination.

(c) Employee Safeguards. Confidentiality of files under this Section shall be maintained. The City will receive from the medical evaluation only a report that the employee was fit or unfit for duty. Details of the medical examination shall be submitted to the employee, not the City, except that if the employee is determined unfit for duty, the City shall be supplied with that medical information

which the physician believes is appropriate in order to evaluate the employee's medical suitability for continued work and/or rehabilitation. If the City receives an unfit for duty medical report, the City will, consistent with the medical evaluation, take into account such factors as medical evaluation from the employee's own physician, referral to a third independent physician, education, training, re-evaluation, medical leave, referral to light duty and/or employee rehabilitation. The City will take every medical step reasonably appropriate under the circumstances to enable an employee to return to duty and, consequently, a decision to terminate an employee's employment for unfitness for duty shall only be made as a last resort.

(d) Physical Performance. The Department shall adopt a physical exercise program required for participation by all employees. The Department will provide and maintain exercise equipment for employees to utilize at each Fire Station. Recommendations concerning specific exercise equipment and the particular fitness or exercise program shall be developed by the Physical Fitness Committee.

(e) Grievance and Arbitration. Any action taken by the City declaring an employee medically unfit for duty shall be subject to grievance and final and binding arbitration pursuant to Section 6.3 of this Agreement. In the event that the City unilaterally adopts a particular exercise program, employees shall participate in the program in good faith, but no discharge or demotion as a result of such participation shall become effective until such time as any disputes between the City and Union as to the reasonableness or validity of any unilaterally adopted exercise program are resolved. Any disputes between the City and Union as to the reasonableness or validity of any unilaterally adopted exercise program shall be subject to final and binding grievance and arbitration under Section 6.1 and Section 6.3 of this Agreement. If the Union so desires, it may raise a potential grievance under this Article in writing at a meeting of the Joint Safety Committee, prior to filing a grievance, in which event if the complaint remains unresolved, the grievance will be filed directly at Step 2 of the grievance procedure.

(f) Voluntary Wellness and Fitness Program: The City and the Union agree to establish a voluntary employee wellness and fitness program. To participate in the program, the employee must receive and pass the annual medical examination in accordance with Section 13.17 (B).

The employee must also:

- Abstain from use of tobacco products and pass nicotine metabolite (cotinine) test.
 - Any employee who is found to have a cotinine value between 100ng and 299ng is entitled to request one retest to verify the results, provided the employee requests the retest to the Chief within 48 hours of receiving the results.

- Any employee who receives a test value of 300ng or more is not entitled to a retest.
- Participate in a regular exercise program within the guidelines of Department SOG.
- Pass 7 of the 8 fitness assessment exercises administered. Must pass body composition and VO2max.

Fitness Assessment Passing Scores

MALE

Exercises	21-30 yrs. old	31-40 yrs. old	41-50 yrs. old	51+
Push-ups	35	30	25	20
Plank	90 sec.	75 sec.	60 sec.	45 sec.
Grip Strength	100	100	100	100
Curl	100 lbs.	90 lbs.	80 lbs.	70 lbs.
Squat	225 lbs.	185 lbs.	145 lbs.	105 lbs.
Sit and Reach	14	14	14	14
VO2max	40	40	40	40
Body Comp.	18-19%	19-20%	20-21%	21-22%

FEMALE

Exercises	21-30 yrs. old	31-40 yrs. old	41-50 yrs. old	51+
Push-ups	24	21	18	14
Plank	90 sec.	75 sec.	60 sec.	45 sec.
Grip Strength	70	70	70	70
Curl	70	65	56	49
Squat	225 lbs.	185 lbs.	145 lbs.	105 lbs.
Sit and Reach	14	14	14	14
VO2max	40	40	40	40
Body Comp.	28-29%	29-30%	30-31%	31-32%

Test will be given in this set order:

1. VO2max
2. Sit and Reach
3. Plank
4. Squat
5. Push-ups
6. Curl
7. Grip Strength
8. Body Composition

Employees meeting these requirements shall receive a \$500 stipend toward medical expenses for the following calendar year. This stipend shall be applied to reduce the monthly amount of the employees' contribution to the health insurance plan selected by the employee.

Section 13.18. New Classifications.

If the City creates new classifications within the bargaining unit, the Union shall be provided with thirty (30) days' advance notice. The parties shall meet over a period of at least forty-five (45) days at mutually agreeable times and negotiate with respect to wage rates, hours and other conditions of employment for the new classification. Each party's representative shall give fair consideration to the other party's proposals. In the event the parties are not able to reach agreement, any disputes as to the City's or Union's proposals that constitute a mandatory subject of bargaining shall, at the election of either party, be referred to arbitration for resolution in accordance with the procedures of Section 14 of the IPLRA, as modified below, except that the neutral chairman shall be selected in accordance with Section 6.3, Step 4 of this Agreement.

The arbitrator's authority as to any dispute as to wage rates shall be to determine whether the wage rate for the new classification bears a proper relationship to the wage rates of the classification set forth in the labor contract. Any disputes as to other issues shall be determined in accordance with applicable standards of Section 14(h).

In any arbitration under this Section there is a presumption that the hours and other conditions of employment in the Agreement shall apply to the newly created classification. Should the party asserting that the existing hours and other conditions of employment contained in the Agreement are inapplicable to the newly created classification, fail to establish the unique character of the newly created classification, the interest arbitrator shall proceed no further as to issues relating to hours and other conditions of employment. If, however, the interest arbitrator is satisfied that the newly created classification presents unique circumstances requiring the establishment of hours and/or other conditions of employment which differ from those included in the Agreement, that interest arbitrator shall decide those issues under the statutory criteria and procedures established by Section 14(h) of the IPLRA. The arbitrator must address the issue of the asserted inapplicability of the existing hours and conditions of employment to the newly created classification before proceeding to the wage issue in dispute.

Section 13.19. Maintenance of Service Levels.

The parties recognize and acknowledge the following standards of service:

(a) The parties have jointly committed to maintain safe working conditions as described in Section 13.1 of this agreement.

(b) "The Fire Department exists, 24 hours of every day, to protect life, property, and the environment. We will provide superior quality fire suppression, emergency medical services, fire prevention, public education, technical and special rescue, non-emergency and support services: to prevent or minimize situations that affect the people we serve."

(c) The City Council has determined that this purpose is presently accomplished by maintaining daily staffing levels in accordance with the budget appropriated and adopted for fiscal years 2012-2013, which may be subject to change by City Council after compliance with the dispute resolution procedures of this agreement.

(d) Daily staffing levels of twenty-six (26) bargaining unit personnel ensure the safety of employees and protection of the life and property of citizens because staffing levels are sufficient to ensure that companies responding to emergency calls have the staffing necessary to be effective and respond within the department's average response time.

(e) The parties acknowledge that the present daily staffing levels are not necessarily absolute and may be subject to reconsideration due to circumstances currently unforeseen. In the event the City believes changes in present staffing levels are necessitated by changed circumstances, the City shall notify the Union of the reasons for any changes and upon written request from the Union, within ten calendar days, a Labor-Management meeting shall convene to discuss and negotiate in good faith as to the City's proposed changes. If the parties are unable to come to an agreement within 20 days, either party may invoke interest arbitration in accordance with § 14 of the Act, except the mediation shall be waived. The single arbitrator shall be selected under the procedures of the collective bargaining agreement except the parties shall select the arbitrator from the first panel received within seven days of receipt of the panel, and final offers shall be submitted by the parties to the arbitrator within seven days of the arbitrator's appointment. The hearing shall thereafter be conducted and concluded within ten (10) days of the arbitrator's appointment and a decision rendered (without the filing of post-hearing briefs, pre-hearing briefs will be permitted) within seven (7) days thereafter. In the event the arbitrator selected is unwilling to meet these time frames, the last arbitrator struck will be selected until an agreeable arbitrator is found.

(f) The Union agrees that during these discussions and negotiations prior to impasse, it will direct all correspondence and inquiries to the City's appointed negotiating team. The City agrees to share any concerns of the Union with the City Council in the event the proposed changes require City Council's approval.

(g) Should a study be completed, the City and the Union agree to split funding costs (50/50) and create a labor/management subcommittee to provide input in the vendor selection as well as monitor data provided toward the execution of a Community Risk Assessment and Standards of Response Coverage Study. City Council remains vested with the final determination of appropriate service levels as provided in this Agreement.

Section 13.20. Outside Employment.

Employees shall annually notify the Chief in writing of any outside employment. Outside employment shall be defined as being employed by an employer, contracting for or accepting anything of value in return for services and/or self-employed for remuneration. Employees shall be allowed to work on outside employment on their days off, provided such employment shall not:

- (1) Result in a conflict of interest as defined by City Code of Ethics
- (2) Bring the City into disrepute
- (3) Result in outside work during an employee's work shift; or
- (4) Involve the use of City equipment, supplies of facilities without express permission from the fire Chief or his designee.

ARTICLE XIV
Policy on Drug and Alcohol Screening

Section 14.1. General Policy Regarding Drugs and Alcohol.

The use of illegal drugs and the abuse of alcohol and legal drugs by members of the Evanston Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such use and abuse violate the reasonable expectations of the public that the City employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol use.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by employees and potential employees of the Evanston Fire Department. Contained herein is the policy and program of the City of Evanston and the Evanston Fire Department, as specifically applied to members of the Evanston Fire Department.

The Fire Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit to perform their jobs at all times. For these reasons, the abuse of prescribed drugs, the abuse of alcohol or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by Department members is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Section 14.2. Definitions.

(a) "Drugs" shall mean any controlled substance listed in 720 ILCS 570/102, known as the Illinois Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. Thus, the term "drugs" includes both abused prescription medications and illegal drugs of abuse, to include Schedule I, II, III, IV, and V controlled substances. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. A listing of drugs covered by this policy includes, but is not limited to:

Opium	Methaqualone	Psilocybin-Pilocyn
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methlyphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

(b) "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed. "Impairment" due to alcohol shall be presumed when a blood alcohol content of .02 or more is measured.

(c) "Positive Test Results" shall mean a positive result on both a confirming test and an initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative, and no actions will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in Section VI.A.7.

(d) The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

Section 14.3. Pre-Employment and Probationary Screening.

All new Firefighter applicants will 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. Probationary employees will be required to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol during the final 30 days of the probationary period.

Section 14.4. Prohibitions.

Firefighters shall be prohibited from:

(a) Consuming or possessing alcohol or illegal drugs at any time during the workday on any of the Employer's premises or job sites, including all of the Employer's buildings, properties, vehicles and the employee's personal vehicle while engaged in the business of the Employer.

(b) Using, selling, purchasing or delivering any illegal drug during the workday or when off duty.

(c) Being impaired due to alcohol during the course of the workday.

(d) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

(e) The use of alcohol within four hours of reporting to duty.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

Section 14.5. Administration of Tests.

(a) Informing Employees Regarding Policy. New employees will be supplied with a copy of this Policy on Drug and Alcohol Screening as part of the new employee orientation. The City shall provide annual training to employees regarding the goals of this policy, namely, that employees of the Fire Department be fit and free from the adverse effects of the use of illegal drugs and the abuse of alcohol and legal drugs; such training will include a review of this policy. However, it is the responsibility of all members of the Fire Department to be aware of, and adhere to, this policy and rules and procedures contained herein.

(b) Reasonable Suspicion. Where the City has reasonable suspicion of drug use or alcohol abuse, a test may be ordered, and the employee may be required to report for testing. Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using and/or is physically or mentally impaired due to being under the influence of alcohol or illegal drugs. Reasonable suspicion will be based upon the following:

- i. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substances; or
- ii. Information provided by an identifiable third party which is independently investigated by the Fire Chief or his designee to determine the reliability or validity of the allegation.

(c) Accidents/Injuries. When a member is involved in an on-the-job accident or injury, a supervisor shall conduct a preliminary investigation promptly and, as part of the investigation, shall evaluate the member's appearance and behavior. Drug and alcohol testing may be required where there is reasonable suspicion that an error or mistake due to drug or alcohol use by the member caused the accident or injury or where there is reasonable suspicion that a member's alcohol or drug use may have contributed to the incident.

(d) Performance. When a member is observed to be behaving in a manner causing reasonable suspicion of drug and/or alcohol use, the supervisor may require a drug and alcohol test. Whenever feasible, the impaired behavior should be observed and corroborated by another supervisory member.

(e) Arrest or Indictment. When a member has been arrested or indicted for conduct involving alcohol abuse and/or illegal drug related activity on or off duty, the Fire Chief may require drug/alcohol screening. The Fire Chief may also or instead of a drug/alcohol screening, make a mandatory referral for an evaluation of the existence of a substance abuse problem. If the certified substance abuse professional or other licensed physician or psychologist acceptable to the City

and to the Union indicates that a treatment program is recommended, that treatment program will be viewed as mandatory in accordance with the existing language in the drug/alcohol policy. If the evaluation indicates a treatment program is not necessary, the treatment program would not be mandatory.

(f) Status of Employee Following Order for Testing. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

(g) There shall be no across-the-board or random testing of employees except as specifically provided for by Section 14.9 of this Article, or as otherwise mutually agreed in writing by the parties.

Section 14.6. Testing Procedures.

The test procedures outlined in this Section shall conform with the Federal Guidelines issued by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) as set forth in Title 42 of the Code of Federal Regulations. In the event there is any conflict between the procedures set forth in this Section 14.6 and SAMHSA Standards, the SAMHSA Standards shall control.

Human Resources, in conjunction with the Fire Chief, will ensure that the following procedures are established for the collection of urine and blood specimens and the testing of such specimens at a designated SAMHSA-certified laboratory.

A. General Procedures.

- 1) Employees covered by a collective bargaining agreement are entitled to union representation; a union representative shall accompany the employee to the collection site, provided such representative is available and that securing such representative does not impede the process.
- 2) Collection Sites. Collection services will be provided at the OMEGA Clinic (the City's physician group). For services when OMEGA is not open, collection services will be provided at the Evanston Hospital Emergency Room.
- 3) Chain-of-Custody. In all cases, strict chain-of-custody procedures will be followed:
 - a. Immediately after the specimen is obtained, the client and the doctor or nurse will initial the confidence seal on the urine specimen.
 - b. Both parties will sign the laboratory chain-of-custody form, including the date and time.
 - c. Labeled specimens will be placed in a locked refrigerator or laboratory container located in the clinic. The OMEGA staff member will sign and date the OMEGA log.

- d. Lab courier will pick up specimens twice per weekday and once per weekend. Courier and OMEGA staff will sign the chain-of-custody form.
 - e. Specimens will be transported directly to the designated SAMHSA-certified laboratory where they will be processed in a separate drug testing area accessible only to authorized personnel.
 - f. Once in the lab, all personnel who handle the specimen must sign and date the chain-of-custody form.
- 4) Scheduling.
- a. "For cause/fitness for duty" and other non-routine collection of specimens for testing will not require an appointment, but the individual must be accompanied by a supervisor, who will present identification. In most cases, OMEGA will be notified by phone of a collection request "on the way."
 - b. Routine collection of specimens for testing will be done by appointment at least 24 hours in advance.
 - c. When collection is done at the Emergency Room, the City will notify OMEGA on the next business day. At the hospital, the supervisor will present identification and notice that this is an OMEGA client.
- 5) Results. Results will be confidentially forwarded to Human Resources. Generally, this means within 24-72 hours of specimen pick-up by the lab. Results will not be released by phone when the call is initiated by someone outside OMEGA or the testing lab. Written results are the property of the City of Evanston and will not be released by OMEGA or the laboratory to an employee/applicant without proper authorization from the City.
- 6) Collection Procedure.
- a. Client identity will be verified by driver's license or by the supervisor in the absence of a picture ID. Verification will be done by doctor or nurse.
 - b. Drug history/drug disclosure form will be completed by the client and reviewed by the doctor or nurse.
 - c. Consent form will be signed by client and witnessed.
 - d. The specimen will be obtained as follows:
 - i. At the OMEGA site, the collection will be unwitnessed: the client will be fully unclothed, dressed in a hospital gown, wash his/her hands thoroughly, including under and around the fingernails, and accompanied to the bathroom door. The client will void in a bathroom with colored toilet water, taps shut off, and devoid of soap or other materials which would be used to adulterate the specimen.
 - ii. At the Emergency Room site, if the specially equipped bathroom is not available, the test will be witnessed. A doctor and/or nurse will accompany the client to the bathroom and will be physically present when the specimen is produced. Blood alcohol specimens will be obtained by a nurse.

- e. Blood alcohol specimen will be labeled with name, test date, time, and will be initialed by the nurse or doctor and the client.
 - f. Urine specimen will be sealed in full view of the client and the confidence seal placed over the top of the bottle.
 - g. The chain-of-custody process will be initiated, and specimens will be given an I.D. number. The specimen will be labeled with that number, as is the chain-of-custody form.
 - h. Copies of the chain-of-custody form will be sealed in a tamper-proof custody envelope with the specimen. The envelope will be locked up in a metal box or locked refrigerator.
 - i. "For Cause" testing will also include a medical history and physical exam to gather an understanding of any physical conditions, known or unknown, of a client, as well as to provide a third-party observation and assessment of the individual.
 - j. In connection with its testing program the City shall engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.
- 7) Laboratory Process. OMEGA will utilize a SAMHSA-certified laboratory for all drug/alcohol screening processing. The laboratory will:
- a. Use 7 drug panel of: amphetamines, barbiturates, benzodiazepines, cocaine, cannabinoids (THC), opiates and phencyclidine, unless the specific situation requires testing for another specific substance(s), plus alcohol (ethyl).
 - b. Use the enzyme immunoassay (EIA) procedure as the initial screen and use gas chromatography/mass spectroscopy (GC/MS) as the confirmatory method, utilizing cutoff levels consistent with the US Department of Health and Human Services which are currently as follows:

Analytes and Their Cutoffs

Effective Date: October 1, 2010

Reference: Federal Register, November 25, 2008 (73 FR 71858), Section 3.4

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA ¹	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoylecgonine	100 ng/mL
Opiate metabolites Codeine/Morphine ²	2000 ng/mL	Codeine Morphine	2000 ng/mL 2000ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines ³ AMP/MAMP ⁴	500 ng/mL	Amphetamine Methamphetamine ⁵	250 ng/mL 250 ng/mL
MDMA ⁶	500 ng/mL	MDMA MDA ⁷ MDEA ⁸	250 ng/mL 250 ng/mL 250 ng/mL

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

² Morphine is the target analyte for codeine/morphine testing.

³ Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

⁴ Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

⁵ To be reported as positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.

⁶ Methylenedioxymethamphetamine (MDMA).

⁷ Methylenedioxyamphetamine (MDA).

⁸ Methylenedioxyethylamphetamine (MDEA).

- c. Freeze and retain all positive specimens for at least twelve (12) months after testing.
- d. Use for alcohol (ethyl) a blood alcohol content level of .02 grams per 100 cubic centimeters.

B. Independent Testing. When an employee has been tested pursuant to the rules established herein and there are confirmed positive results, the employee may request that a portion of the original specimen be submitted for an independent test. The employee shall be notified of his/her right to do so and request and complete the independent test within ten (10) days of notice. The independent test shall be at the employee's expense, shall use equivalent testing and chain-of-custody process used by the City. If such independent test yields a negative test result, the City will consider those results in its determination of further action.

C. Confidentiality of Test Results. The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, Human Resources, and such other officials as may be designated by the City Manager on a need-to-know

basis consistent with the other provisions of this Agreement, including treatment needs, diagnosis, use of the Employee Assistance Program and investigation of disciplinary action. Test results will be disclosed to the designated representative of the union upon request. Test results will not be disclosed externally except where the person tested consents or disclosure is permitted by law. Any member whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results. A breach of confidentiality shall be considered a serious act of misconduct and the Union may grieve and remedy violations through the grievance procedure. Nothing in this provision shall be construed as waiving the Union's statutory right to obtain information that may be relevant to collective bargaining or the administration of grievances.

Section 14.7. Voluntary Request for Assistance.

Employees are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the employee before the employee commits rule violations connected with drug/alcohol abuse, and/or before the employee is subjected to for cause testing under this policy, there shall be no adverse employment action taken against an employee who voluntarily seeks assistance. When voluntary assistance is requested under this policy, the employee may use the City's Employee Assistance Program to obtain referrals, treatment, counseling and other support and all such requests shall be treated as confidential pursuant to the City's normal procedures in the operation of its Employee Assistance Program.

Section 14.8. Specific Responsibilities.

- A. The Fire Chief or his/her designee will:
 - 1. Identify those members where a drug/alcohol screen is required and inform Human Resources of said status.
 - 2. When necessary, initiate a preliminary investigation to determine the validity of a member's admission that he/she is presently taking prescribed drugs.
 - a. If the preliminary investigation reveals that the drugs have been legally prescribed and are being consumed according to prescription directions, no further investigation will ensue.
 - b. In all other instances, a formal investigation will ensue when the test results disclose positive indicators and/or evidence of drug/alcohol usage by the member.
- B. Command level personnel or the Fire Chief shall ensure that members have been properly notified of the date and time of a drug/alcohol screen and that the notification has been properly documented.
- C. The member subject to a drug/alcohol screen will:
 - 1. Report on a date and time determined by the Department.

2. Furnish documentation relating to the use of any prescribed drugs, i.e., prescription bottle with prescription number, prescribing physician's statement, etc.
 3. Answer all pre-medical examination questions including the use of any/all prescribed drugs and the name(s) of any prescribed drugs and the name(s) of any prescribing physician(s).
 4. Cooperate in the completion of all phases of the drug/alcohol screen in accordance with the instructions of the examining physician or his/her designee.
 5. Have in his/her possession his/her departmental identification card.
- D. Any member who is taking prescription medication that could affect perception, judgment, memory, coordination or other necessary ability to perform one's duties shall report such fact and the nature of the illness or condition requiring the medication to his/her supervisor. Such information will be treated on a confidential basis.

Section 14.9. Disciplinary Action for Confirmed Positive Test Results.

(a) First Positive. The first confirmed positive test result will be cause for disciplinary action up to and including a five-duty day disciplinary suspension. The employee must agree to the following conditions: (1) the employee will be mandatorily referred to the City's Employee Assistance Program for evaluation, diagnosis and development of a treatment plan consistent with generally accepted standards; and (2) the employee will be required to cooperate in the treatment plan, undergo unannounced periodic drug and/or alcohol screening for a period of up to 12 months, successfully complete the prescribed treatment, remain free of drug and alcohol use, and sign an agreement consenting to said conditions. Failure to comply with these conditions of continued employment shall be cause for discharge.

(b) Second Positive – During Treatment. If an employee has a first confirmed positive test under the previous paragraph A and enters a treatment program, and thereafter that employee has a subsequent confirmed positive test result while the employee is in treatment, as a result of unannounced periodic drug and/or alcohol screening, the employee shall receive a 30 shift day disciplinary suspension and shall be required to continue in treatment and comply with the other conditions of treatment as set forth in the preceding paragraph, which 30 shift day disciplinary suspension shall be final and binding on the Union and the employee and shall not be subject to the grievance procedure. Any confirmed positive test thereafter, either periodic unannounced or reasonable suspicion, shall result in the employee's discharge, which shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure of the collective bargaining agreement.

(c) Second Positive – Reasonable Suspicion. An employee who has a first confirmed positive test under Paragraph A of this Section 14.9 and who subsequently has a confirmed positive test under the reasonable suspicion

standard shall be discharged, which discharge shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure in the collective bargaining agreement.

(d) Employment Status. There is no requirement on the part of the City to keep an employee on active employment status who is receiving treatment under this Section if it is appropriately determined (i.e., determination by an independent physician and/or appropriately certified medical and/or psychological professional) that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

ARTICLE XV Paramedics

Section 15.1. General.

In an effort to maintain a sufficient number of Paramedics for the City of Evanston, the following policy will be adopted:

This policy applies to members in the Department who perform Emergency Medical Services, have secured licensure as Emergency Medical Technician/Paramedic (EMT-P) with the State of Illinois, Department of Public Health, by and through the Emergency Medical System (EMS) under which the Evanston Fire Department operates its Advanced Life Support (ALS) Service, and to members of the Department who are in the process of obtaining such licensure (provisional).

A memorandum will be issued annually by the Fire Chief regarding a reasonable number of paramedics necessary for the provision of EMS services by the Evanston Fire and Life Safety Department.

Section 15.2. Training.

Annual required training of Paramedics and provisional members of the Evanston Paramedics Service shall normally take place on duty hours. Where training activities are scheduled at a time when a participant is not regularly scheduled to work, overtime shall be paid in accordance with the Union Contract.

Paramedics may also enroll in additional educational courses and seminars offered by outside agencies to enhance their EMT-P skills; any outside training opportunities shall be procured under the guidelines as set forth in the Department's Outside Training SOG.

Section 15.3. Implementation of Staffing.

Sufficient Paramedics to properly staff the Paramedic Service shall be secured from the following sources:

a) Volunteer Paramedics: Firefighters hired from the provisional employment list posted on December 12, 1983, or provisional employment lists posted on earlier dates who have volunteered (or who may volunteer in the future) to secure appropriate licensure and perform as Paramedics. These Paramedics must agree to commit to participate in the service for a term of service – hereinafter referred to as a “basic commitment period” – equal to the duration of his/her existing period of licensure.

Mandatory Paramedics: Firefighters hired from the provisional employment list posted on July 7, 1986, or hired after August 18, 1986. These persons shall be required as a condition of employment to attain and maintain in good standing their licensure as an EMT-P (Paramedic).

b) **Drafted/Assigned Paramedics:** If the Fire Chief determines there are insufficient existing Paramedics and additional Paramedics are necessary to provide Emergency Medical Services, Firefighters may be drafted/assigned to become Paramedics. Firefighters will be assigned beginning with the non-paramedic Firefighter with the least amount of seniority, in ascending order until the appropriate number of Paramedics is secured. A drafted/assigned Paramedic shall be required to participate in the EMS for one complete period of licensure, following completion of the licensing and certification requirements. Drafted/assigned Paramedics shall make their best effort to secure the required licensure and certifications.

Section 15.4. Conditions for Withdrawal from Paramedic Program.

a) **Volunteer or Drafted/Assigned Paramedics:** Members of the Department who are Volunteer or Drafted/Assigned Paramedics and who have completed their basic commitment period may request to withdraw from the program. All requests to withdraw must be made between November 1 and November 30 of each year and shall be submitted in writing to the Fire Chief. These members may be allowed to withdraw if the number of existing paramedics exceeds the number set by the Fire Chief, in descending order of seniority as a Paramedic with the Evanston Fire Department. Seniority in this case will be determined by the month and year the member becomes certified in the St. Francis System.

b) **Medical Withdrawal:** Volunteer and Drafted/Assigned Paramedics may withdraw from the service prior to completing their basic commitment or further commitment terms or outside of the stated withdrawal terms only upon submission of satisfactory medical evidence of unsuitability for the Paramedic Service and after approval by the Fire Chief or his designee. Mandatory Paramedics who cannot continue as a Paramedic and require medical withdrawal shall seek a disability pension or are subject to termination.

a) **Post Withdrawal:** Any paramedic allowed to withdraw from the program and remain with the Department will be required to maintain status as an EMT-B.

Section 15.5. Paramedic School and Classes.

(a) **Failure to Pass Paramedic Class/State Test:** Mandatory Paramedics will be given only one opportunity to pass the Paramedic Class, unless agreed otherwise by a committee of three which consists of the EMS Coordinator, the Division Chief EMS, and the Fire Chief. In addition, they will be given no more than three (3) opportunities to pass the State licensure test. Any Mandatory Paramedic who fails to pass the class or test based upon the criteria in this section will be subject to termination.

(b) **Post Class Requirements of the EMS System:** Provisional paramedics must successfully complete any licensure requirements within 12 months of passing the State paramedic exam, unless an extension is recommended by a

committee of three, which consists of the EMS Coordinator, the Division Chief EMS, and the Fire Chief.

(c) EMT-B Course: Failure to complete the EMT-B course within the same constraints as outlined for the Paramedic course will subject the individual to termination.

Section 15.6. Liability Coverage.

The City shall provide complete liability coverage for Firefighters operating within the scope of their employment as Paramedics.

Section 15.7. Paramedic Preceptors.

The City shall establish a Paramedic Preceptor program to provide a mentoring relationship between a paramedic student and established firefighter/paramedics. The Preceptor is to provide to the student the assistance necessary to develop the knowledge and skills to the level at which the student is capable of operating as a Paramedic in the St. Francis EMS System.

a) Qualifications: Preceptors must be a firefighter/paramedic in good standing within the St. Francis EMS System and must have a minimum of three years of such standing with the Evanston Fire Department. Preceptors must also possess the following certifications: 1) Advanced Cardiac Life Support; 2) Pediatric Advanced Life Support.

b) Requirements: The preceptor must 1) complete the St. Francis EMS System preceptor orientation program, 2) meet all System and Departmental reporting and riding requirements, and 3) maintain the mentoring relationship from assignment to a student through the student's successful completion of the State licensure exam.

Selection/Payment: The Department may select preceptors from an eligible volunteer pool. The Department reserves the right to assign members as preceptors to meet its needs. Paramedics who are serving as preceptors as of March 1, 2001, will be considered as qualified for selection as a preceptor. An employee assigned to serve as a preceptor to a student for a shift will be paid 10.0% of the GP pay step hourly rate for the twenty-four hours of the shift worked.

Section 15.8. Performance Improvement Measures and Critiques "PIC".

No disciplinary action may be taken by the City of Evanston upon an EMT or Paramedic for any and all information brought about within the confines of the EMS Resource Hospital Request for Clarification or Performance Improvement Critique "PIC" Methods. The City maintains the right to clarify any pre-hospital care provided by an EMT or Paramedic employed by the City. However, any clarification conducted by City personnel must be concluded prior to

commencement of a Request for Clarification or "PIC" ordered by the EMS Resource Hospital and is subject to Article VI of the CBA.

The results of the Request for Clarification or "PIC" Methods as dictated by the EMS Resource Hospital are for quality improvement only and are not to be punitive to the EMTs or Paramedics involved.

ARTICLE XVI Promotions

Section 16.1. Promotions.

Promotions to the rank of FAO, Captain, Field Chief, Shift Chief, and Division Chief (refer to Appendix M) shall be governed by the rules and regulations of the City of Evanston in effect as of March 1, 1991 and the Fire Department Promotion Act (50 ILCS 742) to the extent they are not inconsistent with the terms of this Article, (a copy of the Act is attached as Appendix G), or other mutual agreements between the parties under this Article. Beginning with the expiration of the 2005-2009 promotional eligible list, the City will post new promotional eligible lists no more than three years after the posting of the prior list(s) for FAO, Fire Captain, Field Chief and Shift Chief; promotional eligible lists shall last for a minimum of two years, unless exhausted.

Section 16.1.1. Vacancies.

This Article applies to promotions to vacancies in the ranks of Fire Apparatus Operator, Captain, Field Chief and Shift Chief. A vacancy shall be deemed to occur in a position 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 of up to 5 years beginning from the date on which the position was vacated. In such an event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted. Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list; such candidate must provide in writing his decision to refuse a promotion including the reason therefore and submit the same to the Fire Chief no later than 5 calendar days following the offer of promotion. Any candidate not following this procedure or who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

Section 16.2. Fire Apparatus Operator/Qualified Driver.

Promotions to rank of Fire Apparatus Operator shall be governed by the rules and regulations of the City of Evanston in effect as of March 1, 1991, and the Fire Department Promotion Act (50 ILCS 742) to the extent they are not inconsistent with the terms of this Article, (a copy of the Act is attached as Appendix G), or other mutual agreements between the parties under this Article. The City will post new promotional eligible lists no more than three years after the posting of the prior list, for Fire Apparatus Operator; a promotional eligible list shall last for a minimum of two years, unless exhausted. Obtaining the rank of Fire Apparatus Operator shall not be a requirement to promote to the next rank of Fire Captain.

In order for an employee to participate in the Fire Apparatus Operator examination, said employee shall have a minimum of three years (3) experience with the Evanston Fire Department assigned to suppression, as a firefighter or a firefighter/paramedic to test and qualify as a Fire Apparatus Operator.

An employee must possess the following qualifications to participate in the examination:

- State of Illinois Driver's License Class A (Non-CDL) classification OR for members residing outside of Illinois:
 - A similarly waived CDL license classification as Illinois (i.e., Non-CDL Class A) OR
 - A driver's license issued by his/her residency state that permits driving fire service vehicles AND that state maintains a reciprocity agreement that allows the member to operate emergency vehicles in Illinois, OR
 - If a member lives in a state that does not have such reciprocity agreements, he must possess a CDL commensurate with position as determined by the Fire Chief.
- Illinois Office of the State Fire Marshal FAE Certificate,
- Illinois Office of the State Fire Marshal Fire Service Vehicle Operator Certificate

The placement of employees on promotional lists shall be based on the points achieved by the employees on promotional examinations for Fire Apparatus Operator consisting of the following components weighted as specified:

Written Exam	50%
Practical Exam	Pass/Fail
Seniority	50%

All applicants that pass the practical exam and written exam (minimum passing score of 70% on each exam) will be placed on the eligibility list in rank order. In the event of tied scores, the more senior applicant will be placed ahead of the other applicant on the list.

Seniority will be calculated based on months of completed service as of the close of applications. Candidates shall be awarded a maximum of fifty (50) points on the promotional examination for seniority. Candidates shall be awarded two points for each Twelve months of completed service, and thereafter, one sixth (.167) of a point for each month of completed service to the maximum of 50 points.

(a) Procedure for Selection. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to the that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the

right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotional 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 any grievance procedure in Article 6.3 of this Agreement. In the event of a tied score, the applicant with the most seniority will be placed ahead of the other.

(b) Test Components. All promotional criteria used shall have a direct bearing on the position being tested and will stress objectivity and seek to minimize the interjection of subjective considerations unrelated to performance. All promotional criteria will be job related in accordance with EEOC guidelines. Scores on each component of the exam shall be posted.

Written Exam The written examination shall consist of questions which are job related and validated. Study guides and reference lists shall be made available equally to all candidates at least ninety (90) days before the date of the written examination.

(1) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least ninety (90) days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(2) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25 of the Fire Department Promotions Act, or if the tests are graded offsite by a bona fide testing agency, the observers (if appointed) shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day

of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

(3) A joint Labor/Management Committee shall be formed by the express purpose of assisting any outside agency in designating the job-related subject matter to be tested. A sample written examination that may be examined by the appointing authority, testing agency and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners and other appointed or elected officials) may see or examine the specific questions or the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(4) Each department shall maintain reading and student materials for its current written examination and the reading list for the last two (2) written examinations or for a period of five (5) years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

Practical Exam The practical examination shall consist of questions which are job related and validated. Study guides and reference lists shall be made available equally to all candidates at the same time as study material is made available for the written exam.

(1) A joint Labor/Management Committee shall be formed for the express purpose of assisting any outside agency in designating the job-related subject matter to be tested.

(2) The practical examination shall consist of questions and scenarios relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of study materials that the appointing authority has identified and made readily available to potential examinees at least ninety (90) days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given.

(3) Practical examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25 of the Fire Department Promotions Act, or if the tests are graded offsite by a bona fide testing agency, the observers (if appointed) shall witness the sealing and the shipping of the tests for grading.

(4) The Practical exam will be Pass/Fail with the applicant needing 70% to pass and be placed on the eligibility list.

(c) Supplemental Concepts. The parties will further agree that the promotion system shall be guided by the following principles:

(1) All rating factors should be related to performance factors important to carrying out the major duties of the promotional rank.

(2) Rating factors should be weighted in accordance with their relative importance in the primary duties of the promotional rank, recognizing that a FAO is responsible for the care, management, and operation of assigned fire apparatus.

(3) The rating system should stress objectivity and seek to minimize the interjection of subjective considerations unrelated to performance.

(4) The authority assigning the final rating should be able to account for its rating by providing reasons or examples of performance to support its conclusion.

(5) Due deference should be accorded to the advice and recommendations of outside consultants who may be retained by the City to provide expert guidance in the designing and implementation of a professionally developed performance and promotional evaluation system.

(d) Grievances. Any candidate may file a grievance under the grievance/arbitration procedures of this Agreement. Any such grievance must be (1) filed within 21 days of the date the City posts the promotional list; and (2) limited to a claim that the City failed to follow the promotional procedural requirements of this Article (as distinguished from a claim that the grievant disagrees with the specific promotional selection.)

Assignments: Current FAOs shall be grandfathered into their rank and will not be required to participate in the testing process. There shall be a minimum of twenty-one (21) Fire Apparatus Operators. An opening shall be filled with the first available candidate from the eligibility list. A candidate on the eligibility list will be known as a Qualified Driver (QD). The Department shall fill all vacancies within thirty (30) days, according to the qualified drivers list.

As with other ranks, FAOs will be assigned to a particular shift. The Fire Chief or his designee may change a FAO shift assignment for a bona fide operational need of the department.

Conflict with Other Programs:

FAOs can and shall be detailed as an Acting Captain according to the Acting Policy and this contract.

FAO Absence:

When a FAO is absent due to leave time, the driver's position should be filled with a FAO or a Qualified Driver. If a FAO or QD is not available, a FAO shall be hired back to fill the position. When there is an opening due to a FAO being absent and a FAO from another shift is working either due to a hireback or trade, the FAO will be used prior to a QD.

Use of a Qualified Driver:

Qualified Drivers (QD) may be used when an FAO is not available. A QD can drive either an engine or truck if he/she has both courses. If the QD has only one of the classes, that is the only vehicle that they are qualified to drive.

The current method of becoming a FAO/QD shall be utilized until a formal eligibility list is established, no later than December 2013:

1. Engine: Two years of employment with the Evanston Fire Department; Fire Apparatus Engineer (FAE) state certification; completion of in-house driver training course;
2. Aerial: Three years of employment with the Evanston Fire Department; Fire apparatus Engineer (FAE) state certification; completion of in-house driver training course; completion of aerial operations class.
3. Fire Apparatus Operators shall be the most senior members who have qualified on both the engine and the truck.

Fire Apparatus Operator Job Description:

Under supervision, drives, operates and maintains (in accordance with his classification) fire apparatus and related firefighting equipment, engages directly in firefighting, EMS, fire prevention activities and training which are designed to protect and safeguard lives and property; assists in routine maintenance of fire stations and equipment; performs prescribed duties in any emergency so declared by the Fire Chief or his designee.

A fire Apparatus Operator is responsible for the care and management of assigned fire apparatus and motor vehicles; is held strictly accountable for its condition at all times, particularly with reference to its cleanliness, good order and readiness for emergency service.

Illustrative Examples of Work: Drives fire apparatus (engine, truck, etc.) to scene of fires, emergencies and as otherwise ordered; connects and disconnects engine hose line from hydrant to pumper; operates pumper and/or aerial apparatus in fighting fires, making minor repairs and adjustments to equipment during operation; cleans associated fire equipment; tests pumper for proper

operating efficiency; ensures that assigned apparatus is clean and ready for inspection daily, except as otherwise directed in emergency circumstances by superior; ensures that assigned apparatus is operated safely under all circumstances consistent with conditions; ensures that assigned tools and equipment are used only for intended purposes including work at fire and scheduled drills; maintains accountability and availability of assigned equipment; maintains fire apparatus check/status reports; performs duties of superior, may exercise direction over firefighter and less senior fire apparatus operators when so ordered.

Required Knowledge, Skills and Abilities:

Must be familiar with buildings, streets, fire hydrants, alarm boxes, etc.; have knowledge of the operating theory and practice of pumps, pump motors and hose lay outs; working knowledge of the rules and regulations of the Evanston Fire Department; ability to drive and operate fire apparatus and related equipment; ability to follow oral and written Instructions; ability to establish and maintain effective working relations with others; have ability to perform heavy physical labor in the lifting, moving and connecting of heavy hose sections and other equipment; skill in the operation and routine maintenance of fire apparatus and related equipment; must demonstrate proficiency in the duty of the firefighter.

Accident Review

Accident Prevention. An employee receiving two preventable accidents in a rolling twelve-month period shall be subject to remedial training as designated by the Joint Safety Committee. The Safety Committee may null and void one preventable accident (marked against an FAO/QD in a 12-month period) if the Safety Committee determines the accident to be minor in nature. Regardless of whether the Joint Safety Committee determines that an accident is preventable, and regardless of whether an employee is subject to remedial training as designated by the Joint Safety Committee, an employee may nevertheless be disciplined for conduct related to an accident by the Fire Chief, whose authority to discipline an employee is independent of the Joint Safety Committee's determination.

Accident Review. All accidents will be reviewed by the Joint Safety Committee established pursuant to Section 13.6. For purposes of this section, the Committee will make the determination if the accident was preventable or not preventable.

(a) The Committee has the right to order specific drivers training for corrective measures. Any corrective measures are to be done on-duty and a summary of the corrective measures will be documented by the Company Officer (prior to the end of his/her tour of duty) and placed into the employee's training file.

(b) All accidents will be reviewed within twenty-one (21) calendar days of an incident, and the employee involved will receive results within seventy-two (72)

hours. An employee may appeal the decision. The appeal must be made in writing as to his/her rationale for the appeal. The appeal shall be e-mailed to the Fire Chief or his designee.

(c) In the event of a tie or an appeal, an appeals board, separate from the Joint Safety Committee, shall be formed within ten (10) business days consisting of a Suppression Fire Captain, F.A.O., and a Chief Officer. The Fire Chief shall choose two, and the Union President shall choose one.

The Board shall meet within ten (10) business days and the employee involved will receive results within seventy-two (72) hours.

If the employee is not satisfied with the results or the process, he/she has the right to file a grievance according to Article VI section 6.3 starting at step 2 within ten (10) days.

Effective with the establishment of any Fire Apparatus Operator Promotional List after January 1, 2024, the placement of employees on promotional lists shall be based on the points achieved by the employees for promotional examinations for Fire Apparatus Operator consisting of the following components weighted as specified:

Written Exam	40%
Practical Exam	30%
Seniority	22.5%
Acting Time	7.5%

Seniority will be calculated based on months of completed service as of the close of applications. Candidates shall be awarded a maximum of twenty-two and one-half (22.5) points on the promotional examination for seniority. Candidates shall be awarded one point for each twelve months of completed service, and thereafter, one-twelfth (.08333) of a point for each month of completed service to the maximum of 22.5 points.

Acting Time will be awarded for previous years of acting experience as a Qualified Driver on an eligibility list for promotion as of the close of applications. Candidates shall be awarded three-quarters (0.75) of a point for each year of eligibility, and thereafter, one-twelfth of three-quarters of a point (.0625) for each month of eligibility on a previous final list for promotion, up to a maximum of seven and one-half (7.5) points.

Points awarded for Seniority and Acting Time as part of this Agreement shall be posted concurrently.

Practical Exam

(4) The Practical exam will be graded on a 100-point scale and then weighted based upon the specified percentage attached to the Practical Exam contained within this Agreement. The applicant must receive a 70% to pass and be placed on the eligibility list.

Section 16.3. Fire Captain.

In order for an employee to qualify for and participate in the Fire Captain examination, said employee shall have five years' experience with the Evanston Fire Department assigned to suppression, as a firefighter or a firefighter/paramedic. For examinations beginning after January 1, 2006, employees must possess the following additional qualification to participate in the examination: possession of Fire Officer I State Certification or Fire Officer I Provisional or an Associate's or Bachelor's or Master's degree in Fire Science, Fire Management or Public Safety with a fire service concentration. Such degrees must be from accredited institutions.

The placement of employees on promotional lists shall be based on the points achieved by the employees on promotional examinations for Fire Captain consisting of the following four components weighted as specified:

Written Test	60%
Professional Achievement	15%
Oral Exam	12.5%
Seniority	12.5% (up to)

Those applicants whose scores are the top 80% of the applicant pool will be placed on the eligibility list. In the event of tied scores, both applicants will be placed on the eligibility list with the more senior applicant being ahead of the other applicant on the list.

Seniority will be calculated based on months of completed service as of the close of applications. Candidates shall be awarded a maximum of twelve and one-half (12.5) points on the promotional examination for seniority. Candidates shall be awarded one point for each twenty-four months of completed service, and thereafter, one-twenty-fourth (.04167) of a point for each month of completed service to the maximum of 12.5 points.

(a) Procedure for Selection. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the

list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotional 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 any grievance procedure in Article 6.3 of this Agreement. In the event of a tied score, the applicant with the most seniority will be placed ahead of the other.

(b) Test Components. All promotional criteria used shall have a direct bearing on the position being tested and will stress objectivity and seek to minimize the interjection of subjective considerations unrelated to performance. All promotional criteria will be job related in accordance with EEOC guidelines. Scores on each component of the exam shall be posted. Total points awarded for subjective components shall be posted before the written exam is administered and before the promotion list is compiled.

Written Exam. The written examination shall consist of questions which are job related and validated. Study guides and reference lists shall be made available equally to all candidates at least ninety (90) days before the date of the written examination.

(1) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least ninety (90) days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(2) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers (if appointed) shall witness the sealing and the shipping of the tests for

grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

(3) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners and other appointed or elected officials) may see or examine the specific questions or the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(4) Each department shall maintain reading and study materials for its current written examination and the reading list for the last two (2) written examinations or for a period of five (5) years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

Oral Exam. The oral interview shall be conducted by a panel of fire chiefs or other sworn fire professionals plus one current fire officer selected by the Union. The fire officer selected by the Union shall be limited to fire officers who have served on Fire Departments the size of Evanston or larger in the rank of Shift Chief, Battalion Chief or their equivalents or higher. Total points for the oral exam shall be posted before the written examination is administered and before the promotion list is compiled.

Professional Achievements. The following are professional achievement categories which will be used for the promotional exam. The examples given are not intended as an exhaustive list. The certificate lists shall be subject to updating at a labor/management meeting prior to the examination. The intention of this provision is to account for course names changing and new courses developing, and it is not intended for gross omissions or inclusions of categories without negotiating in good faith. When there is a logical progression of degrees, points shall only be awarded for the highest degree achieved. Candidates shall be awarded

points to a maximum of fifteen (15) for professional achievements as follows:

College Education:

Associate's Degree in Fire Science, Emergency Management	3 points
Bachelor's Degree or higher in Fire Science, Emergency Management, or related degree	7 points
Bachelor's Degree in any other field	3 points
Certificate of Applied Science: Fire Science	1.5 points
Associate's Degree in any other field	1.5 points

Fire Officer:

Fire Officer I/Company Officer	2 points
Fire Officer II/Advanced Fire Officer	4 points

EMS:

Active EFD Paramedic Preceptor in good standing	1 point
Active EFD Paramedic Preceptor in good standing that has been the lead preceptor for at least 1 preceptee during the previous 5 years from promotional application deadline. A signed Medical Officer attestation required to receive points.	2 points
Active EFD CPR Instructor	1 point

AHA Certificates that are NOT available during normal EFD training (i.e., PALS and ACLS): One (1.0) point awarded for certificates requiring 24 hours or more of instruction, and one-half (0.5) point awarded for certificates requiring less than 24 hours of instruction.

Skill Development Courses (i.e., IFSI, Cornerstone, etc.):

One (1.0) point shall be awarded for a certificate of completion for every course requiring 24 hours or more. (e.g., Smoke Divers, RIT Under Fire, FAST, Engine Company Operations, Truck Company Operations, etc.)

One-half (0.5) point shall be awarded for certificate of completion for each course requiring less than 24 hours to complete. (e.g., Basic Company Officer, First-In Officer, Vehicle Fire Fighting, Routine Emergencies, etc.)

OSFM Certificates:

One (1.0) point shall be awarded for a certificate of completion for every course requiring 24 hours or more. (e.g., Fireground Company Officer School, Fire Apparatus Engineer, Advanced Firefighter, Rope Operations, Trench Technician, Hazardous Materials Technician, etc.)

One-half (0.5) point shall be awarded for certificate of completion for each course requiring less than 24 hours to complete. (e.g., Technical Rescue Awareness, Fire Service Vehicle Operator, etc.)

Candidates are not allowed to double count OSFM certificates that are prerequisites for OSFM Officer Certification. Example: Counting OSFM ISO or Instructor 2 and also claiming points as Fire Officer II/Advanced Fire Officer.

Other:

Homeland Security, Incident Command/Unified Command, NIMS 300 and 400, National Fire Academy: One (1.0) point will be awarded for each certificate of completion requiring 24 or more hours (e.g., Department of Justice Cobra classes). One-half (0.5) point will be awarded for each certificate requiring less than 24 hours.

Firefighting/EMS Operations Seminars: One-half (0.5) point will be added for those classes completed with a Certificate of Completion (e.g., Norman, Brannigan).

SCUBA Certification: One point (1.0) each for PADI, NAUI, RDI, Advanced Open Water, etc. requiring 24 or more hours of instruction. One-half (0.5) point for certificates requiring less than 24 hours of instruction.

Points shall be awarded for other certificates of completion that are job related as defined in this section and as determined by the joint labor management committee.

Candidates can appeal for a second review by the joint labor management committee.

(c) Supplemental Concepts. The parties will further agree that the promotion system shall be guided by the following principles:

1. All rating factors should be related to performance factors important to carrying out the major duties of the promotional rank.
2. Rating factors should be weighted in accordance with their relative importance in the primary duties of the promotional rank, recognizing that a Captain or Shift Chief is expected to serve as the leader of a fire company or shift.
3. The rating system should stress objectivity and seek to minimize the interjection of subjective considerations unrelated to performance.

4. The authority assigning the final rating should be able to account for its rating by providing reasons or examples of performance to support its conclusion.
5. Due deference should be accorded to the advice and recommendations of outside consultants who may be retained by the City to provide expert guidance in the designing and implementation of a professionally developed performance and promotional evaluation system.

(d) Grievances. Any candidate may file a grievance under the grievance/arbitration procedures of this Agreement. Any such grievance must be (1) filed within 21 days of the date the City posts the promotional list; and (2) limited to a claim that the City failed to follow the promotional procedural requirements of this Article (as distinguished from a claim that the grievant disagrees with the specific promotional selection.)

Effective with the establishment of any Fire Captain Promotional List after January 1, 2024, in order for an employee to qualify for and participate in the Fire Captain examination, said employee shall have seven years of experience with the Evanston Fire Department assigned to suppression, as a firefighter, firefighter/paramedic or FAO, including their probationary period. Employees must possess the following additional qualification to participate in the examination: possession of Fire Officer I State Certification/Company Fire Officer or an Associate's or Bachelor's or Master's degree in Fire Science, Fire Management or Public Safety with a fire service concentration. Such degrees must be from accredited institutions.

Any Firefighter or FAO promoted to the rank of Fire Captain shall be required as a condition of employment to attend and complete the following firefighting programs and courses offered through the Illinois Fire Service Institute (IFSI), the Northeastern Illinois Public Safety Training Academy (NIPSTA) or any other accredited fire service training institution in order to maintain the rank of Fire Captain:

- Company Fire Officer
 - Completed within eighteen (18) months of promotion
- Fireground Company Officer School
 - Completed within twenty-four (24) months of promotion

Employees shall be reassigned to a 37.5-hour week in accordance with CBA Section 9.12. Five-Day Employees while attending these required programs and courses. The City shall be responsible for all upfront tuition and program expenses and relevant overtime provisions within the CBA shall apply during the employee's reassignment. Employees shall be responsible for their own shift

coverage to attend any prerequisite class needed to obtain the OSFM certification of Company Fire Officer. Extensions to this provision will be granted if the required classes are not available within the timeframes set forth in this section or may otherwise be granted at the discretion of the Fire Chief. Employees who previously completed a required course or program referenced in this section prior to promotion shall not be required to attend and complete the same course or program again. Programs and courses referenced in this section may be subject to change based upon Labor/Management agreement. Failure to meet the deadlines set forth in this section may result in progressive discipline in accordance with CBA Section 6.8. Disciplinary Grievances.

The placement of employees on promotional lists shall be based on the points achieved by the employees for promotional examinations for Fire Captain consisting of the following five components weighted as specified:

Written Exam	40%
Oral Exam	25%
Professional Achievement	15%
Seniority	12.5%
Acting Time	7.5%

Those applicants whose scores are the top 80% of the applicant pool will be placed on the eligibility list. In the event of tied scores, both applicants will be placed on the eligibility list with the more senior applicant being ahead of the other applicant on the list.

Acting Time will be awarded for previous years of acting experience as an Acting Fire Captain on an eligibility list for promotion as of the close of applications. Candidates shall be awarded three-quarters (0.75) of a point for each year of eligibility, and thereafter, one-twelfth of three-quarters of a point (.0625) for each month of eligibility on a previous final list for promotion, up to a maximum of seven and one-half (7.5) points.

Points awarded for Seniority and Acting Time as part of this Agreement shall be posted concurrently on a preliminary eligibility list.

Written Exam. The written examination shall consist of questions which are job related and validated. Study guides and reference lists shall be made available equally to all candidates at least ninety (90) days before the date of the written examination. All applicants that pass the written exam with a minimum passing

score of 70% will be placed on the final eligibility list in rank order consistent with the Act.

Professional Achievements. The following are professional achievement categories which will be used for the promotional exam. The examples given are not intended as an exhaustive list. The certificate lists shall be subject to updating at a labor/management meeting prior to the examination. The intention of this provision is to account for course names changing and new courses developing, and it is not intended for gross omissions or inclusions of categories without negotiating in good faith. When there is a logical progression of degrees, points shall only be awarded for the highest degree achieved. Candidates shall be awarded points to a maximum of fifteen (15) for professional achievements as follows:

College Education:

Associate's Degree in Fire Science,
Emergency Management, or related degree 3 points

Bachelor's Degree or higher in Fire Science,
Emergency Management, or related degree 5 points

Bachelor's Degree in any other field 3 points

Associate's Degree in any other field 1 point

Fire Officer:

Fire Officer I/Company Officer 4 points

EMS:

Active EFD Paramedic Preceptor in good standing 1 point

Active EFD Paramedic Preceptor in good standing that 2 points
has been the lead preceptor for at least 1 preceptee
during the previous 5 years from promotional application
deadline. A signed Medical Officer attestation required
to receive points.

Active EFD CPR Instructor 1 point

EMS Coordinator in good standing 1 point

Special Rescue/Operations:

Active member of MABAS or Local special rescue team in good standing 1 point

Section 16.4. Field Chief

In accordance with 50 ILCS 742/10, Applicability, subsection (e), the City of Evanston and IAFF Local 742 have agreed to waive certain provisions of the Fire Department Promotion Act (CBA Appendix G) and bargain over those provisions to establish the promotional process for the positions of EMS Field Chief and Special Operations Field Chief.

The City shall provide for the creation of the rank of Field Chief which shall be recognized by the Public Safety Civil Service Commission. The parties agree that promotions to the rank of Field Chief shall be made by the Fire Chief or his designee pursuant to the promotional process within Section 16.4 of the parties' Collective Bargaining Agreement.

The City will post new and separate promotional eligibility lists for the positions of EMS Field Chief and Special Operations Field Chief no more than three years after the posting of the prior list; a promotional eligibility list shall last for a minimum of two years, unless exhausted. Obtaining the rank of Field Chief shall not be a requirement to promote to the next rank of Shift Chief.

The pool of candidates eligible for promotion to the rank of Field Chief shall be from the rank of Fire Captain with the Evanston Fire Department at the time of close of applications. Eligible candidates must possess the following qualifications to participate in the promotional process for Field Chief: possession of Advanced Company Fire Officer/Fire Officer II State Certification or a Bachelor's or Master's degree in Fire Science, Fire Management, or Public Safety with a fire service concentration. Such degrees must be from accredited institutions.

All promotions to the rank of Field Chief shall be based on the points achieved by the eligible candidates that participate in the promotional process which consist of the following three components weighted as specified:

Professional Achievement	30%
Seniority (in rank)	30%
Oral Examination	40%

Professional Achievement Points: The following are professional achievement categories which will be used for the promotional exam. The examples given are not intended to be an exhaustive list. The certificate lists shall be subject to updating at a labor/management meeting prior to the examination with at least one-year advance notice. The intention of this provision is to account for course

names changing and new courses developing, and it is not intended for gross omissions or inclusions of categories without entering negotiations. When there is a logical progression of degrees, points shall only be awarded for the highest degree achieved. Candidates shall be awarded points to a maximum of thirty (30) for professional achievements as follows:

College Education:

Associate's Degree in Fire Science,
Emergency Management or related degree 3 points

Bachelor's Degree in Fire Science,
Emergency Management or related degree 5 points

Master's Degree in Fire Science,
Emergency Management or related degree 6 points

Bachelor's Degree in any other field 3 points

Associate's Degree in any other field 1 point

Fire Officer:

Advanced Company Fire Officer/Fire Officer II 5 points

Chief Fire Officer 6 points

Skill Development Courses:

One (1.0) point shall be awarded for certificate of completion for every course requiring 24 hours or more related to command of multiple companies or fire personnel management. (e.g., Special Response Team Leadership, Fireground Command Officer School, etc.)

One-half (0.5) point shall be awarded for certificate of completion for each course requiring less than 24 hours to complete related to command of multiple companies or fire personnel management. (e.g., Leadership Principles for the Fire Officer, First-In Officer, etc.)

Candidates are not allowed to double count OSFM certificates that are prerequisites for OSFM Officer Certification. Example: Counting OSFM ISO or Instructor 2 and also claiming points as Fire Officer II/Advanced Fire Officer.

Other:

Homeland Security, Incident Command/Unified Command, National Fire Academy, Illinois Fire Chiefs Association: One (1.0) point will be awarded for each class/certificate requiring 24 or more hours related to command of multiple

companies or fire personnel management. One-half (0.5) point will be awarded for each class/certificate requiring less than 24 hours.

EMS/Special Operations Seminars (where relevant to respective discipline): One (1) point will be added for those completed with a Certificate of Completion.

Points shall be awarded for other certificates of completion that are job related as defined in this section and as determined by the joint labor management committee.

Candidates can appeal for a second review by the joint labor management committee.

Position Specific Achievement Points

EMS Field Chief:

Current EFD CPR Instructor 2 points

Previous EMS Paramedic Preceptor in good standing serving as lead preceptor for at least one (1) preceptee. 2 points

Current or previous EMS Coordinator 5 points

NAEMSE Certification 5 points

Special Operations Field Chief:

OSFM certification in Special Rescue discipline (Ops or Tech level) 2 point

Current or previous rostered member of MABAS or Local Special Team 2 points

County/State/Federal Special Rescue Task Force member 3 points

Current or previous MABAS or Local Special Team Leader (according to CBA) 5 points

Seniority (in rank): Seniority will be calculated based on months of completed service in the rank of Fire Captain as of the close of applications. Candidates shall be awarded a maximum of thirty (30) points on the promotional examination for seniority. Candidates shall be awarded two (2) points for each twelve (12) months of completed service in the rank of Fire Captain, and thereafter, 0.16667 points for each month of completed service in the rank of Fire Captain to the maximum of thirty (30) points.

Total points awarded for professional achievement and seniority shall be posted before the oral examination is administered.

Oral Examination: Oral examinations for the rank of Field Chief shall be separately provided for each Field Chief position and shall be conducted by panels composed of the following: Field Chiefs, or other sworn Fire professionals that serve in similar recognized roles, on Fire Departments the size of Evanston or larger, along with the Fire Chief, or his designee, and one (1) EFD Chief selected by the Union.

The oral examination shall consist of a combination of tactical scenarios, understanding and application of fire department SOGs and Region X SOPs, personal command philosophy, department General Orders, experience and background and any other job specific duties and responsibilities as determined by the oral examination panel.

Supplemental Concepts: The parties will further agree that the promotion system shall be guided by the following principles:

1. All rating factors should be related to performance factors important to carrying out the major duties of the promotional rank.
2. Rating factors should be weighted in accordance with their relative importance in the primary duties of the promotional rank.
3. The rating system should stress objectivity and seek to minimize the interjection of subjective considerations unrelated to performance.
4. The authority assigning the final rating should be able to account for its rating by providing reasons or examples of performance to support its conclusion.
5. Due deference should be accorded to the advice and recommendations of outside consultants who may be retained by the City to provide expert guidance in the designing and implementation of a professionally developed performance and promotional evaluation system.

Grievances: Any candidate may file a grievance under the grievance/arbitration procedures of this Agreement. Any such grievance must be (1) filed within 21 days of the date the City posts the promotional list; and (2) limited to a claim that the City failed to follow the promotional procedural requirements of this Article (as distinguished from a claim that the grievant disagrees with the specific promotional selection).Section 16.5. Shift Chief.

In order for an employee to qualify for and participate in the Shift Chief examination, said employee shall have five years' experience with the Evanston Fire Department as a Captain assigned to suppression. Division Chiefs meeting the preceding eligibility requirement shall be allowed to participate in the Shift

Chief examination (refer to Appendix M). For examinations beginning after January 1, 2006, employees must possess the following additional qualifications to participate in the examination: possession of Fire Officer II State Certification or Fire Officer II Provisional or a Bachelor's or Master's degree in Fire Science, Fire Management, or Public Safety with a fire service concentration. Such degrees must be from accredited institutions.

All provisions in the Section concerning "Promotions – Captain" shall be applicable to the promotion of Shift Chief except as follows:

Written Test	60%
Professional Achievements	15%
Oral Examination	12.5%
Seniority	12.5%

Seniority will be calculated based on months of completed service in the rank of Captain as of the close of applications. Candidates shall be awarded a maximum of twelve and one-half (12.5) points on the promotional examination for seniority. Candidates shall be awarded one point for each twenty-four months of completed service, and thereafter, one-twenty-fourth (.04167) of a point for each month of completed service to the maximum of 12.5 points.

(a) Procedure for Selection. This procedure is as described above in Section 16.3 Fire Captain, except that all qualified applicants shall be placed on the eligibility list.

(b) Test Components. This procedure is as described above in Section 16.3 Fire Captain, except:

(c) Professional Achievement Points. The following are professional achievement categories which will be used for the promotional exam. The examples given are not intended as an exhaustive list. The certificate lists shall be subject to updating at a labor/management meeting prior to the examination. The intention of this provision is to account for course names changing and new courses developing, and it is not intended for gross omissions or inclusions of categories without entering negotiations. When there is a logical progression of degrees, points shall only be awarded for the highest or degree achieved. Candidates shall be awarded points to a maximum of fifteen (15) for professional achievements as follows:

College Education:

Associate's Degree in Fire Science,
Emergency Management, or related degree 3 points

Bachelor's Degree in Fire Science,
Emergency Management, or related degree 7 points

Master's Degree in Fire Science, Emergency Management, or related degree	9 points
Bachelor's Degree in any other field	3 points
Certificate of Applied Science: Fire Science	1.5 points
Associate's Degree in any other field	1.5 points
Fire Officer:	
Fire Officer II/Advanced Fire Officer	4 points
Chief Fire Officer	6 points

Skill Development Courses (i.e., IFSI, Cornerstone, etc.):

One (1.0) point shall be awarded for certificate of completion for every course requiring 24 hours or more related to command of multiple companies or fire personnel management. (e.g., Special Response Team Leadership, Fireground Command Officer School, etc.)

One-half (0.5) point shall be awarded for certificate of completion for each course requiring less than 24 hours to complete related to command of multiple companies or fire personnel management. (e.g., Leadership Principles for the Fire Officer, First-In Officer, etc.)

OSFM Certificates:

One (1.0) point shall be awarded for certificate of completion for every certificate requiring 24 hours or more of instruction related to command of multiple companies or fire personnel management. (e.g., Fireground Command Officer School, Hazardous Materials Incident Command, Fire Department Incident Safety Officer, etc.)

One-half (0.5) point shall be awarded for each certificate requiring less than 24 hours of instruction related to command of multiple companies or fire personnel management.

Candidates are not allowed to double count OSFM certificates that are prerequisites for OSFM Officer Certification. Example: Counting OSFM ISO or Instructor 2 and also claiming points as Fire Officer II/Advanced Fire Officer.

Other:

Homeland Security, Incident Command/Unified Command, NIMS 300 and 400, National Fire Academy, Illinois Fire Chief's Association: One (1.0) point will be awarded for each class/certificate requiring 24 or more hours related to command of multiple companies or fire personnel management.

One-half (0.5) point will be awarded for each class/certificate requiring less than 24 hours.

Firefighting/EMS Operations Seminars: One-half (0.5) point will be added for those completed with a Certificate of Completion (e.g., Norman, Brannigan).

Points shall be awarded for other certificates of completion that are job related as defined in this section and as determined by the joint labor management committee.

Candidates can appeal for a second review by the joint labor management committee.

(d) Oral Examination. The oral examination for Shift Chief will be conducted by a panel of Fire Chiefs or other sworn Fire professionals plus one current Fire Officer selected by the Union. The Fire Officer selected by the Union shall be limited to Fire Officers who have served on Fire Departments the size of Evanston or larger, in the rank of Shift Chief, Battalion Chief or their equivalents or higher.

(e) Grievances. Any candidate may file a grievance under the grievance/arbitration procedures of this Agreement. Any such grievance must be (1) filed within 21 days of the date the City posts the promotional list; and (2) limited to a claim that the City failed to follow the promotional procedural requirements of this Article (as distinguished from a claim that the grievant disagrees with the specific promotional selection).

Effective with the establishment of any Shift Chief Promotional List after January 1, 2024, in order for an employee to qualify for and participate in the Shift Chief examination, said employee shall have five years of experience with the Evanston Fire Department as a Captain assigned to suppression. Division Chiefs meeting the preceding eligibility requirement shall be allowed to participate in the Shift Chief examination (refer to Appendix M). Employees must possess the following additional qualification to participate in the examination: possession of Fire Officer II State Certification/Advanced Fire Officer or a Bachelor's or Master's degree in Fire Science, Fire Management or Public Safety with a fire service concentration. Such degrees must be from accredited institutions.

Any Fire Captain or Field Chief promoted to the rank of Shift Chief shall be required as a condition of employment to attend and complete the following firefighting programs and courses offered through the Illinois Fire Service Institute (IFSI), the Northeastern Illinois Public Safety Training Academy

(NIPSTA) or any other accredited fire service training institution in order to maintain the rank of Shift Chief:

- Advanced Fire Officer
 - Completed within eighteen (18) months of promotion
- Fireground Command Officer School
 - Completed within twenty-four (24) months of promotion

Employees shall be reassigned to a 37.5-hour week in accordance with CBA Section 9.12 Five-Day Employees while attending these required programs and courses. The City shall be responsible for all upfront tuition and program expenses and relevant overtime provisions within the CBA shall apply during the employee's reassignment. Employees shall be responsible for their own shift coverage to attend any prerequisite class needed to obtain the OSFM certification of Advanced Fire Officer. Extensions to this provision will be granted if the required classes are not available within the timeframes set forth in this section or may otherwise be granted at the discretion of the Fire Chief. Employees who previously completed a required course or program referenced in this section prior to promotion shall not be required to attend and complete the same course or program again. Programs and courses referenced in this section may be subject to change based upon Labor/Management agreement. Failure to meet the deadlines set forth in this section may result in progressive discipline consistent with CBA Section 6.8. Disciplinary Grievances.

All provisions in the Section concerning "Promotions - Captain" shall be applicable to the promotion of Shift Chief except as follows:

Written Exam	40%
Oral Exam	25%
Professional Achievement	15%
Seniority	12.5%
Acting Time	7.5%

Acting Time will be awarded for previous years of acting experience as an Acting Shift Chief on an eligibility list for promotion as of the close of applications. Candidates shall be awarded three-quarters (0.75) of a point for each year of eligibility, and thereafter, one-twelfth of three-quarters of a point (.0625) for each month of eligibility on a previous final list for promotion, up to a maximum of seven and one-half (7.5) points.

Points awarded for Seniority and Acting Time as part of this Agreement shall be posted concurrently on a preliminary eligibility list.

Written Exam. The written examination shall consist of questions which are job related and validated. Study guides and reference lists shall be made available equally to all candidates at least ninety (90) days before the date of the written examination. All applicants that pass the written exam with a minimum passing score of 70% will be placed on the final eligibility list in rank order consistent with the Act.

Professional Achievements. The following are professional achievement categories which will be used for the promotional exam. The examples given are not intended as an exhaustive list. The certificate lists shall be subject to updating at a labor/management meeting prior to the examination. The intention of this provision is to account for course names changing and new courses developing, and it is not intended for gross omissions or inclusions of categories without negotiating in good faith. When there is a logical progression of degrees, points shall only be awarded for the highest degree achieved. Candidates shall be awarded points to a maximum of fifteen (15) for professional achievements as follows:

College Education:

Associate's Degree in Fire Science, Emergency Management, or related degree	3 points
Bachelor's Degree or higher in Fire Science, Emergency Management, or related degree	5 points
Master's Degree in Fire Science, Emergency Management, or related degree	7 points
Bachelor's Degree in any other field	3 points
Associate's Degree in any other field	1 points

Fire Officer:

Fire Officer II/Advanced Fire Officer	4 points
Chief Fire Officer	6 points

Special Rescue/Operations:

Active MABAS or Local
special rescue team leader

1 point

Section 16.6. Fire Department Promotion Act.

The parties agree that the following provisions of the Fire Department Promotion Act, 50 ILCS 742, shall be incorporated herein by reference into this Article: Section 5, Definitions; Section 10, Applicability; and Section 65, Violations.

Section 16.7. Waiver and Agreement.

Pursuant to Section 10(e) of the Fire Department Promotion Act and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that the process for promotion to the ranks of Fire Apparatus Operator, Fire Captain and Shift Chief shall be governed solely by the provisions of this Article and that such contract provisions shall supersede and be in lieu of the provisions of the Fire Department Promotion Act and, where they conflict, the Rules and Regulations of the City of Evanston with respect to promotions. The Division Chief promotional process shall be governed by Appendix M. The parties recognize that certain provisions relating to mandatory subjects and to the prior method of handling promotions freely negotiated by the parties were compromised by the City in consideration for agreement on the part of the Union to include provisions that modify the Fire Department Promotion Act or waive the applications of such provisions. The parties respectively acknowledge that either party may propose modifications of this Article in successor agreements beyond the 2005 successor agreement, and that such proposals may impact upon the balance established under this Article. In such event, the concessions made by either party under the terms of this Article shall not prejudice either parties' rights to withdraw or modify such terms in regard to the negotiations of the terms of a successor article. It is further understood that the terms of this Article shall continue in effect during the period of negotiations between the parties as to the terms of a successor contract; provided that, if interest arbitration is invoked by either party and any part of this Article is in dispute, the terms and conditions of this Article which vary from the terms of the IFDPA shall not be within the jurisdiction of the arbitrator to determine without the express consent of the Union or the City, as applicable, and shall lapse upon the award of the arbitrator.

Section 16.8 . Military Preference Points for Promotion.

A candidate on a preliminary promotion list, who is eligible for veteran's preference points under the Illinois Municipal Code, may file a written application for that preference within 10 days after the posting of the preliminary promotion list. The City of Evanston shall then make adjustments to the rank order of the preliminary promotion list based solely on any veteran's preferences awarded. The final adjusted promotion list shall then be posted.

Military preference points are to be awarded based on the following criteria:

A promotional candidate on the preliminary promotional list must have been engaged in active military or naval service of the United States at any time for a period of one year, who was honorably discharged there from, who is now or who may hereafter be on inactive or reserve duty in such military or naval service. However, persons who were convicted by court-martial of disobedience of orders where such disobedience consisted in the refusal to perform military service on the grounds of alleged religious or conscientious objections against war shall be ineligible. Qualifying candidates are to receive preference points according to state statute.

No person shall receive the preference for a promotional appointment granted by this Section after he/she has received one promotion from an eligibility list on which he/she was allowed such veteran's preference.

Employees who are candidates for promotion to the ranks of FAO and Captain may apply to their promotional scores on both lists, any military preference points to which they are entitled under the Fire Department Promotion Act with appropriate adjustments in their ranking on each list. However, in the event such a candidate is promoted from one list, the military preference points applied on the second list shall be deducted from his total points and his ranking reduced on the second list as applicable. The adjusted list shall then add any candidate that was originally excluded according to Section 16.3. For example, an employee who is a candidate for promotion for both FAO and Captain who has applied military preference on both lists and who is promoted to the rank of FAO shall have the military preference points credited to his points on the Captain list subtracted from his total points and his rank on the list reduced commensurate with such reduced total.

ARTICLE XVII

Termination and Legality Clauses

Section 17.1. Ratification and Amendment.

No amendment or modification of this agreement during its term shall be effective unless reduced to writing and agreed to, ratified and signed by a representative of the Union and either the City Manager or the Human Resources Division Manager.

Section 17.2. Savings.

If any provision of this Agreement is subsequently declared by federal or state legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Such invalidated provision(s) shall be the subject of immediate negotiations between the parties in order to attempt to negotiate a substitute provision.

Section 17.3. Entire Agreement.

The City 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. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered by this Agreement which is a mandatory subject of bargaining and concerning which the City is formally proposing changing during the term of this Agreement, provided the Union, upon notification, makes a timely and proper request to bargain over the change being proposed by the City.

Section 17.4. Duration and Renegotiations.

This Agreement shall be in effect from January 1, 2023 to 11:59 p.m. on December 31, 2026 and from year to year thereafter unless either party gives written notice to the other party of its desire to modify or amend this Agreement on or before September 1, 2026 or any subsequent September 1. Negotiations for the new collective bargaining agreement shall begin on or about October 1, 2026 or another mutually agreeable date.

During the pendency of proceedings before the arbitration panel, existing wages, hours, and other conditions of employment shall not be changed by action of either party without the consent of the other but a party may so consent without prejudice to his rights or position under the Act. The proceedings are deemed to be pending before the arbitration panel upon the initiation of arbitration procedures under the Act.

EXECUTED this _____ day of March , 2023 , after receiving approval by the City Council and after ratification by the Union membership.

EVANSTON FIRE FIGHTERS ASSOC.

CITY OF EVANSTON, ILLINOIS

IAFF LOCAL 742

Luke Stowe

City Manager 04 / 06 / 2023

Approved as to form:

Nicholas E. Cummings

Nicholas E. Cummings
Corporation Counsel

APPENDIX A
APPLICATION FOR UNION MEMBERSHIP AND AUTHORIZATION FOR
CHECKOFF OF UNION DUES AND ASSESSMENTS

I hereby apply for membership in the Evanston Fire Fighters Association, Local No. 742, International Association of Fire Fighters, AFL-CIO-CLC.

I hereby authorize the City of Evanston to deduct from my pay the uniform dues and/or uniform assessments of Evanston Fire Fighters Association, Local No. 742, International Association of Fire Fighters, AFL-CIO-CLC and remit said amounts to the Union.

I understand that I may cancel this application for membership and check-off authorization by giving written notice to both the City and the Union. The City requires written notice of cancellation 14 days prior to the next pay date to cease authorized dues deductions.

Print Name

Signature

Date

**APPENDIX B
SALARIES**

**FIREFIGHTER/PARAMEDIC
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2023
11.00% INCREASE**

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY	2% EDU PAY	4% EDU PAY	1% LONG PAY	3% LONG PAY	4% LONG PAY	6% LONG PAY
NH	\$26.795	\$69,388.33	\$1,387.77	\$2,775.53	\$693.88	\$2,081.65	\$2,775.53	\$4,163.30
NHP	\$29.027	\$75,168.32	\$1,503.37	\$3,006.73	\$751.68	\$2,255.05	\$3,006.73	\$4,510.10
A	\$30.368	\$78,640.97	\$1,572.82	\$3,145.64	\$786.41	\$2,359.23	\$3,145.64	\$4,718.46
AP	\$32.897	\$85,190.07	\$1,703.80	\$3,407.60	\$851.90	\$2,555.70	\$3,407.60	\$5,111.40
B	\$32.025	\$82,931.94	\$1,658.64	\$3,317.28	\$829.32	\$2,487.96	\$3,317.28	\$4,975.92
BP	\$34.552	\$89,475.86	\$1,789.52	\$3,579.03	\$894.76	\$2,684.28	\$3,579.03	\$5,368.55
C	\$35.190	\$91,128.02	\$1,822.56	\$3,645.12	\$911.28	\$2,733.84	\$3,645.12	\$5,467.68
CP	\$37.720	\$97,679.71	\$1,953.59	\$3,907.19	\$976.80	\$2,930.39	\$3,907.19	\$5,860.78
DP	\$40.123	\$103,902.52	\$2,078.05	\$4,156.10	\$1,039.03	\$3,117.08	\$4,156.10	\$6,234.15
EP	\$41.077	\$106,373.00	\$2,127.46	\$4,254.92	\$1,063.73	\$3,191.19	\$4,254.92	\$6,382.38
FP	\$43.556	\$112,792.62	\$2,255.85	\$4,511.70	\$1,127.93	\$3,383.78	\$4,511.70	\$6,767.56
GP	\$44.681	\$115,705.92	\$2,314.12	\$4,628.24	\$1,157.06	\$3,471.18	\$4,628.24	\$6,942.36

FIRE APPARATUS OPERATOR
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2023
11.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY	2% EDU PAY	4% EDU PAY	1% LONG PAY	3% LONG PAY	4% LONG PAY	6% LONG PAY
DP	\$45.778	\$118,546.71	\$2,370.93	\$4,741.87	\$1,185.47	\$3,556.40	\$4,741.87	\$7,112.80
EP	\$45.887	\$118,828.98	\$2,376.58	\$4,753.16	\$1,188.29	\$3,564.87	\$4,753.16	\$7,129.74
FP	\$46.007	\$119,139.73	\$2,382.79	\$4,765.59	\$1,191.40	\$3,574.19	\$4,765.59	\$7,148.38
GP	\$46.140	\$119,484.14	\$2,389.68	\$4,779.37	\$1,194.84	\$3,584.52	\$4,779.37	\$7,169.05

CAPTAIN
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2023
11.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY	2% EDU PAY	4% EDU PAY	1% LONG PAY	3% LONG PAY	4% LONG PAY	6% LONG PAY
DP	\$46.874	\$121,384.91	\$2,427.70	\$4,855.40	\$1,213.85	\$3,641.55	\$4,855.40	\$7,283.09
EP	\$48.244	\$124,932.66	\$2,498.65	\$4,997.31	\$1,249.33	\$3,747.98	\$4,997.31	\$7,495.96
FP	\$50.718	\$131,339.33	\$2,626.79	\$5,253.57	\$1,313.39	\$3,940.18	\$5,253.57	\$7,880.36
GP	\$52.043	\$134,770.55	\$2,695.41	\$5,390.82	\$1,347.71	\$4,043.12	\$5,390.82	\$8,086.23

FIELD CHIEF
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2023
11.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY		2% EDU PAY	4% EDU PAY		1% LONG PAY	3% LONG PAY	4% LONG PAY	6% LONG PAY
DP	\$52.824	\$136,793.03		\$2,735.86	\$5,471.72		\$1,367.93	\$4,103.79	\$5,471.72	\$8,207.58
EP	\$53.564	\$138,708.13		\$2,774.16	\$5,548.33		\$1,387.08	\$4,161.24	\$5,548.33	\$8,322.49
FP	\$54.313	\$140,650.05		\$2,813.00	\$5,626.00		\$1,406.50	\$4,219.50	\$5,626.00	\$8,439.00
GP	\$55.074	\$142,619.15		\$2,852.38	\$5,704.77		\$1,426.19	\$4,278.57	\$5,704.77	\$8,557.15

SHIFT CHIEF
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2023
11.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY		2% EDU PAY	4% EDU PAY		1% LONG PAY	3% LONG PAY	4% LONG PAY	6% LONG PAY
DP	\$55.900	\$144,758.43		\$2,895.17	\$5,790.34		\$1,447.58	\$4,342.75	\$5,790.34	\$8,685.51
EP	\$56.925	\$147,412.98		\$2,948.26	\$5,896.52		\$1,474.13	\$4,422.39	\$5,896.52	\$8,844.78
FP	\$57.950	\$150,067.32		\$3,001.35	\$6,002.69		\$1,500.67	\$4,502.02	\$6,002.69	\$9,004.04
GP	\$59.937	\$155,212.86		\$3,104.26	\$6,208.51		\$1,552.13	\$4,656.39	\$6,208.51	\$9,312.77

**FIREFIGHTER/PARAMEDIC
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2024
3.00% INCREASE**

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY	2% EDU PAY	4% EDU PAY	2.5% LONG PAY	4.5% LONG PAY	5.5% LONG PAY	7.5% LONG PAY
NH	\$27.599	\$71,470.37	\$1,429.41	\$2,858.81	\$1,786.76	\$3,216.17	\$3,930.87	\$5,360.28
NHP	\$29.898	\$77,423.86	\$1,548.48	\$3,096.95	\$1,935.60	\$3,484.07	\$4,258.31	\$5,806.79
A	\$31.279	\$81,000.10	\$1,620.00	\$3,240.00	\$2,025.00	\$3,645.00	\$4,455.01	\$6,075.01
AP	\$33.884	\$87,746.01	\$1,754.92	\$3,509.84	\$2,193.65	\$3,948.57	\$4,826.03	\$6,580.95
B	\$32.986	\$85,420.55	\$1,708.41	\$3,416.82	\$2,135.51	\$3,843.92	\$4,698.13	\$6,406.54
BP	\$35.589	\$92,161.27	\$1,843.23	\$3,686.45	\$2,304.03	\$4,147.26	\$5,068.87	\$6,912.10
C	\$36.246	\$93,862.64	\$1,877.25	\$3,754.51	\$2,346.57	\$4,223.82	\$5,162.45	\$7,039.70
CP	\$38.852	\$100,611.14	\$2,012.22	\$4,024.45	\$2,515.28	\$4,527.50	\$5,533.61	\$7,545.84
DP	\$41.327	\$107,020.40	\$2,140.41	\$4,280.82	\$2,675.51	\$4,815.92	\$5,886.12	\$8,026.53
EP	\$42.309	\$109,563.39	\$2,191.27	\$4,382.54	\$2,739.08	\$4,930.35	\$6,025.99	\$8,217.25
FP	\$44.863	\$116,177.22	\$2,323.54	\$4,647.09	\$2,904.43	\$5,227.98	\$6,389.75	\$8,713.29
GP	\$46.021	\$119,175.98	\$2,383.52	\$4,767.04	\$2,979.40	\$5,362.92	\$6,554.68	\$8,938.20

FIRE APPARATUS OPERATOR
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2024
3.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY	2% EDU PAY	4% EDU PAY	2.5% LONG PAY	4.5% LONG PAY	5.5% LONG PAY	7.5% LONG PAY
DP	\$47.151	\$122,102.23	\$2,442.04	\$4,884.09	\$3,052.56	\$5,494.60	\$6,715.62	\$9,157.67
EP	\$47.264	\$122,394.85	\$2,447.90	\$4,895.79	\$3,059.87	\$5,507.77	\$6,731.72	\$9,179.61
FP	\$47.387	\$122,713.38	\$2,454.27	\$4,908.54	\$3,067.83	\$5,522.10	\$6,749.24	\$9,203.50
GP	\$47.524	\$123,068.15	\$2,461.36	\$4,922.73	\$3,076.70	\$5,538.07	\$6,768.75	\$9,230.11

CAPTAIN
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2024
3.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY	2% EDU PAY	4% EDU PAY	2.5% LONG PAY	4.5% LONG PAY	5.5% LONG PAY	7.5% LONG PAY
DP	\$48.280	\$125,025.89	\$2,500.52	\$5,001.04	\$3,125.65	\$5,626.16	\$6,876.42	\$9,376.94
EP	\$49.691	\$128,679.81	\$2,573.60	\$5,147.19	\$3,217.00	\$5,790.59	\$7,077.39	\$9,650.99
FP	\$52.240	\$135,280.70	\$2,705.61	\$5,411.23	\$3,382.02	\$6,087.63	\$7,440.44	\$10,146.05
GP	\$53.604	\$138,812.92	\$2,776.26	\$5,552.52	\$3,470.32	\$6,246.58	\$7,634.71	\$10,410.97

FIELD CHIEF
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2024
3.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY	2% EDU PAY	4% EDU PAY	2.5% LONG PAY	4.5% LONG PAY	5.5% LONG PAY	7.5% LONG PAY
DP	\$54.409	\$140,897.55	\$2,817.95	\$5,635.90	\$3,522.44	\$6,340.39	\$7,749.37	\$10,567.32
EP	\$55.170	\$142,868.23	\$2,857.36	\$5,714.73	\$3,571.71	\$6,429.07	\$7,857.75	\$10,715.12
FP	\$55.943	\$144,869.99	\$2,897.40	\$5,794.80	\$3,621.75	\$6,519.15	\$7,967.85	\$10,865.25
GP	\$56.726	\$146,897.65	\$2,937.95	\$5,875.91	\$3,672.44	\$6,610.39	\$8,079.37	\$11,017.32

SHIFT CHIEF
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2024
3.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY	2% EDU PAY	4% EDU PAY	2.5% LONG PAY	4.5% LONG PAY	5.5% LONG PAY	7.5% LONG PAY
DP	\$57.577	\$149,101.40	\$2,982.03	\$5,964.06	\$3,727.53	\$6,709.56	\$8,200.58	\$11,182.60
EP	\$58.633	\$151,836.02	\$3,036.72	\$6,073.44	\$3,795.90	\$6,832.62	\$8,350.98	\$11,387.70
FP	\$59.689	\$154,570.63	\$3,091.41	\$6,182.83	\$3,864.27	\$6,955.68	\$8,501.38	\$11,592.80
GP	\$61.735	\$159,868.96	\$3,197.38	\$6,394.76	\$3,996.72	\$7,194.10	\$8,792.79	\$11,990.17

FIREFIGHTER/PARAMEDIC
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2025
3.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY	2% EDU PAY	4% EDU PAY	2.5% LONG PAY	4.5% LONG PAY	5.5% LONG PAY	7.5% LONG PAY
NH	\$28.427	\$73,614.56	\$1,472.29	\$2,944.58	\$1,840.36	\$3,312.66	\$4,048.80	\$5,521.09
NHP	\$30.795	\$79,746.73	\$1,594.93	\$3,189.87	\$1,993.67	\$3,588.60	\$4,386.07	\$5,981.00
A	\$32.217	\$83,429.14	\$1,668.58	\$3,337.17	\$2,085.73	\$3,754.31	\$4,588.60	\$6,257.19
AP	\$34.901	\$90,379.63	\$1,807.59	\$3,615.19	\$2,259.49	\$4,067.08	\$4,970.88	\$6,778.47
B	\$33.976	\$87,984.25	\$1,759.68	\$3,519.37	\$2,199.61	\$3,959.29	\$4,839.13	\$6,598.82
BP	\$36.657	\$94,926.97	\$1,898.54	\$3,797.08	\$2,373.17	\$4,271.71	\$5,220.98	\$7,119.52
C	\$37.333	\$96,677.54	\$1,933.55	\$3,867.10	\$2,416.94	\$4,350.49	\$5,317.26	\$7,250.82
CP	\$40.018	\$103,630.61	\$2,072.61	\$4,145.22	\$2,590.77	\$4,663.38	\$5,699.68	\$7,772.30
DP	\$42.567	\$110,231.50	\$2,204.63	\$4,409.26	\$2,755.79	\$4,960.42	\$6,062.73	\$8,267.36
EP	\$43.578	\$112,849.59	\$2,256.99	\$4,513.98	\$2,821.24	\$5,078.23	\$6,206.73	\$8,463.72
FP	\$46.209	\$119,662.83	\$2,393.26	\$4,786.51	\$2,991.57	\$5,384.83	\$6,581.46	\$8,974.71
GP	\$47.402	\$122,752.22	\$2,455.04	\$4,910.09	\$3,068.81	\$5,523.85	\$6,751.37	\$9,206.42

FIRE APPARATUS OPERATOR
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2025
3.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY	2% EDU PAY	4% EDU PAY	2.5% LONG PAY	4.5% LONG PAY	5.5% LONG PAY	7.5% LONG PAY
DP	\$48.566	\$125,766.51	\$2,515.33	\$5,030.66	\$3,144.16	\$5,659.49	\$6,917.16	\$9,432.49
EP	\$48.682	\$126,066.91	\$2,521.34	\$5,042.68	\$3,151.67	\$5,673.01	\$6,933.68	\$9,455.02
FP	\$48.809	\$126,395.79	\$2,527.92	\$5,055.83	\$3,159.89	\$5,687.81	\$6,951.77	\$9,479.68
GP	\$48.950	\$126,760.92	\$2,535.22	\$5,070.44	\$3,169.02	\$5,704.24	\$6,971.85	\$9,507.07

CAPTAIN
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2025
3.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY	2% EDU PAY	4% EDU PAY	2.5% LONG PAY	4.5% LONG PAY	5.5% LONG PAY	7.5% LONG PAY
DP	\$49.728	\$128,775.63	\$2,575.51	\$5,151.03	\$3,219.39	\$5,794.90	\$7,082.66	\$9,658.17
EP	\$51.182	\$132,540.91	\$2,650.82	\$5,301.64	\$3,313.52	\$5,964.34	\$7,289.75	\$9,940.57
FP	\$53.807	\$139,338.61	\$2,786.77	\$5,573.54	\$3,483.47	\$6,270.24	\$7,663.62	\$10,450.40
GP	\$55.212	\$142,977.00	\$2,859.54	\$5,719.08	\$3,574.42	\$6,433.96	\$7,863.73	\$10,723.27

FIELD CHIEF
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2025
3.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY	2% EDU PAY	4% EDU PAY	2.5% LONG PAY	4.5% LONG PAY	5.5% LONG PAY	7.5% LONG PAY
DP	\$56.041	\$145,123.77	\$2,902.48	\$5,804.95	\$3,628.09	\$6,530.57	\$7,981.81	\$10,884.28
EP	\$56.825	\$147,154.02	\$2,943.08	\$5,886.16	\$3,678.85	\$6,621.93	\$8,093.47	\$11,036.55
FP	\$57.621	\$149,215.34	\$2,984.31	\$5,968.61	\$3,730.38	\$6,714.69	\$8,206.84	\$11,191.15
GP	\$58.428	\$151,305.15	\$3,026.10	\$6,052.21	\$3,782.63	\$6,808.73	\$8,321.78	\$11,347.89

SHIFT CHIEF
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2025
3.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY	2% EDU PAY	4% EDU PAY	2.5% LONG PAY	4.5% LONG PAY	5.5% LONG PAY	7.5% LONG PAY
DP	\$59.304	\$153,573.64	\$3,071.47	\$6,142.95	\$3,839.34	\$6,910.81	\$8,446.55	\$11,518.02
EP	\$60.392	\$156,391.12	\$3,127.82	\$6,255.64	\$3,909.78	\$7,037.60	\$8,601.51	\$11,729.33
FP	\$61.480	\$159,208.61	\$3,184.17	\$6,368.34	\$3,980.22	\$7,164.39	\$8,756.47	\$11,940.65
GP	\$63.587	\$164,664.90	\$3,293.30	\$6,586.60	\$4,116.62	\$7,409.92	\$9,056.57	\$12,349.87

FIREFIGHTER/PARAMEDIC
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2026
3.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY	2% EDU PAY	4% EDU PAY	2.5% LONG PAY	4.5% LONG PAY	5.5% LONG PAY	7.5% LONG PAY
NH	\$29.280	\$75,823.49	\$1,516.47	\$3,032.94	\$1,895.59	\$3,412.06	\$4,170.29	\$5,686.76
NHP	\$31.719	\$82,139.52	\$1,642.79	\$3,285.58	\$2,053.49	\$3,696.28	\$4,517.67	\$6,160.46
A	\$33.184	\$85,933.29	\$1,718.67	\$3,437.33	\$2,148.33	\$3,867.00	\$4,726.33	\$6,445.00
AP	\$35.948	\$93,090.94	\$1,861.82	\$3,723.64	\$2,327.27	\$4,189.09	\$5,120.00	\$6,981.82
B	\$34.995	\$90,623.05	\$1,812.46	\$3,624.92	\$2,265.58	\$4,078.04	\$4,984.27	\$6,796.73
BP	\$37.757	\$97,775.53	\$1,955.51	\$3,911.02	\$2,444.39	\$4,399.90	\$5,377.65	\$7,333.16
C	\$38.453	\$99,577.89	\$1,991.56	\$3,983.12	\$2,489.45	\$4,481.00	\$5,476.78	\$7,468.34
CP	\$41.219	\$106,740.72	\$2,134.81	\$4,269.63	\$2,668.52	\$4,803.33	\$5,870.74	\$8,005.55
DP	\$43.844	\$113,538.42	\$2,270.77	\$4,541.54	\$2,838.46	\$5,109.23	\$6,244.61	\$8,515.38
EP	\$44.885	\$116,234.20	\$2,324.68	\$4,649.37	\$2,905.85	\$5,230.54	\$6,392.88	\$8,717.56
FP	\$47.595	\$123,252.01	\$2,465.04	\$4,930.08	\$3,081.30	\$5,546.34	\$6,778.86	\$9,243.90
GP	\$48.824	\$126,434.63	\$2,528.69	\$5,057.39	\$3,160.87	\$5,689.56	\$6,953.90	\$9,482.60

FIRE APPARATUS OPERATOR
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2026
3.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY	2% EDU PAY	4% EDU PAY	2.5% LONG PAY	4.5% LONG PAY	5.5% LONG PAY	7.5% LONG PAY
DP	\$50.023	\$129,539.56	\$2,590.79	\$5,181.58	\$3,238.49	\$5,829.28	\$7,124.68	\$9,715.47
EP	\$50.142	\$129,847.72	\$2,596.95	\$5,193.91	\$3,246.19	\$5,843.15	\$7,141.62	\$9,738.58
FP	\$50.273	\$130,186.96	\$2,603.74	\$5,207.48	\$3,254.67	\$5,858.41	\$7,160.28	\$9,764.02
GP	\$50.419	\$130,565.04	\$2,611.30	\$5,222.60	\$3,264.13	\$5,875.43	\$7,181.08	\$9,792.38

CAPTAIN
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2026
3.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY	2% EDU PAY	4% EDU PAY	2.5% LONG PAY	4.5% LONG PAY	5.5% LONG PAY	7.5% LONG PAY
DP	\$51.220	\$132,639.31	\$2,652.79	\$5,305.57	\$3,315.98	\$5,968.77	\$7,295.16	\$9,947.95
EP	\$52.717	\$136,515.94	\$2,730.32	\$5,460.64	\$3,412.90	\$6,143.22	\$7,508.38	\$10,238.70
FP	\$55.421	\$143,518.22	\$2,870.36	\$5,740.73	\$3,587.96	\$6,458.32	\$7,893.50	\$10,763.87
GP	\$56.868	\$147,265.37	\$2,945.31	\$5,890.61	\$3,681.63	\$6,626.94	\$8,099.60	\$11,044.90

FIELD CHIEF
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2026
3.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY		2% EDU PAY	4% EDU PAY		2.5% LONG PAY	4.5% LONG PAY	5.5% LONG PAY	7.5% LONG PAY
DP	\$57.722	\$149,476.89		\$2,989.54	\$5,979.08		\$3,736.92	\$6,726.46	\$8,221.23	\$11,210.77
EP	\$58.530	\$151,569.29		\$3,031.39	\$6,062.77		\$3,789.23	\$6,820.62	\$8,336.31	\$11,367.70
FP	\$59.350	\$153,692.76		\$3,073.86	\$6,147.71		\$3,842.32	\$6,916.17	\$8,453.10	\$11,526.96
GP	\$60.181	\$155,844.72		\$3,116.89	\$6,233.79		\$3,896.12	\$7,013.01	\$8,571.46	\$11,688.35

SHIFT CHIEF
ANNUAL SALARIES
EFFECTIVE JANUARY 1, 2026
3.00% INCREASE

GRADE STEP	HOURLY BASE RATE	ANNUAL BASE SALARY		2% EDU PAY	4% EDU PAY		2.5% LONG PAY	4.5% LONG PAY	5.5% LONG PAY	7.5% LONG PAY
DP	\$61.083	\$158,180.54		\$3,163.61	\$6,327.22		\$3,954.51	\$7,118.12	\$8,699.93	\$11,863.54
EP	\$62.204	\$161,083.48		\$3,221.67	\$6,443.34		\$4,027.09	\$7,248.76	\$8,859.59	\$12,081.26
FP	\$63.324	\$163,983.83		\$3,279.68	\$6,559.35		\$4,099.60	\$7,379.27	\$9,019.11	\$12,298.79
GP	\$65.495	\$169,605.85		\$3,392.12	\$6,784.23		\$4,240.15	\$7,632.26	\$9,328.32	\$12,720.44

**APPENDIX C
SIDE LETTER OF AGREEMENT**

Mr. William Lynch, President
Evanston Fire Fighters Association
Local No. 742, IAFF, AFL-CIO-CLC

Dear Mr. Lynch:

This letter will confirm that the parties have agreed that existing banked vacation time of IAFF members will not be unilaterally reduced and/or modified by the City during the term of this Agreement January 1, 2023 – December 31, 2026 .

Very truly yours,

Luke Stowe

Luke Stowe
City Manager

**APPENDIX D
SIDE LETTER OF AGREEMENT**

Mr. William Lynch, President
Evanston Fire Fighters Association
Local No. 742, IAFF, AFL-CIO-CLC

RE: Medical Officer

Dear Mr. Lynch:

This is to confirm that should the City reinstate usage of the rank of Medical Officer it is understood that the position of Medical Officer is included in the bargaining unit.

Very truly yours,

Luke Stowe

Luke Stowe
City Manager

APPENDIX E
SIDE LETTER OF AGREEMENT

In the event that the Department wishes to reduce the number of employees TDA'd to the Fire Prevention Bureau below two either through assigning said work to civilians or contracting out, the parties shall then promptly meet and negotiate in good faith over the proposed decision and its impact and effects. If the parties fail to reach agreement, either side may invoke arbitration to resolve the dispute according to the procedure of Step 4 Arbitration of this Agreement (Section 6.2), except that the arbitration shall be an interest arbitration conducted according to the provisions of the IPLRA as applicable, and the arbitrator shall determine the dispute by applying the interest arbitration provisions of the IPLRA, and the parties' rights during and after the arbitration shall be as provided in the IPLRA.

Very truly yours,

Luke Stowe

Luke Stowe
City Manager

APPENDIX F
SIDE LETTER OF AGREEMENT

March 1, 2010

Mr. Brian Scott, President
Evanston Fire Fighters Association
Local No. 742, IAFF, AFL-CIO-CLC

RE Recall of Laid off firefighters

Dear Mr. Scott:

This is to confirm that upon execution of the agreement City shall recall laid off firefighters and make whole (base pay and NOT overtime) as of August 20, 2010, forward provided the employees accept reinstatement. The City will make every good faith effort to enable the laid off firefighters to return to work as soon as possible (example: as temporary hire).

Very truly yours,

Wally Bobkiewicz
City Manager

APPENDIX G FIRE DEPARTMENT PROMOTION ACT

(50 ILCS 742/) Fire Department Promotion Act.

(50 ILCS 742/1)

Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/5)

Sec. 5. Definitions. In this Act:

"Affected department" or "department" means a full-time municipal fire department that is subject to a collective bargaining agreement, or the fire department operated by a full-time fire protection district. The terms do not include fire departments operated by the State, a university, or a municipality with a population over 1,000,000 or any unit of local government other than a municipality or fire protection district. The terms also do not include a combined department that was providing both police and firefighting services on January 1, 2002.

"Appointing authority" means the Board of Fire and Police Commissioners, Board of Fire Commissioners, Civil Service Commissioners, Superintendent or Department Head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department.

"Promotion" means any appointment or advancement to a rank within the affected department (1) for which an examination was required before January 1, 2002; (2) that is included within a bargaining unit; or (3) that is the next rank immediately above the highest rank included within a bargaining unit, provided such rank is not the only rank between the Fire Chief and the highest rank included within the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition. "Promotion" does not include appointments (i) that are for fewer than 180 days; (ii) to the positions of Superintendent, Chief, or other chief executive officer; (iii) to an exclusively administrative or executive rank for which an examination is not required; (iv) to a rank that was exempted by a home rule municipality prior to January 1, 2002, provided that after the effective date of this Act no home rule municipality may exempt any future or existing ranks from the provisions of this Act; or (v) to an administrative rank immediately below the Superintendent, Chief, or other chief executive officer of an affected department, provided such rank shall not be held by more than 2 persons and there is a promoted rank immediately below it. Notwithstanding the exceptions to the definition of "promotion" set forth in items (i), (ii), (iii), (iv), and (v) of this definition, promotions shall include any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable

veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the appointing authority may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

"Rank" means any position within the chain of command of a fire department to which employees are regularly assigned to perform duties related to providing fire suppression, fire prevention, or emergency services.

"Final adjusted promotion list" means the promotion list for the position that is in effect on the date the position is created, or the vacancy occurs. If there is no final adjusted promotion list in effect for that position on that date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/10)

Sec. 10. Applicability.

(a) This Act shall apply to all positions in an affected department, except those specifically excluded in items (i), (ii), (iii), (iv), and (v) of the definition of "promotion" in Section 5 unless such positions are covered by a collective bargaining agreement in force on the effective date of this Act. Existing promotion lists shall continue to be valid until their expiration dates, or up to a maximum of 3 years after the effective date of this Act.

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control.

(c) A home rule or non-home rule municipality may not administer its fire department promotion process in a manner that is inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois

Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the State.

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit:

(1) An appointing authority from establishing different or supplemental promotional criteria or components, provided that the criteria are job-related and applied uniformly.

(2) The right of an exclusive bargaining representative to require an employer to negotiate clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees to ranks, as defined in Section 5, covered by this Act.

(3) The negotiation by an employer and an exclusive bargaining representative of provisions within a collective bargaining agreement to achieve affirmative action objectives, provided that such clauses are consistent with applicable law.

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.

(Source: P.A. 93-411, eff. 8-4-03; 94-809, eff. 5-26-06.)

(50 ILCS 742/15)

Sec. 15. Promotion process.

(a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion process in accordance with this Act.

(b) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

(c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/20)

Sec. 20. Promotion lists.

(a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Section 35; (ii) the person's seniority within the department, determined in accordance with Section 40; (iii) the person's ascertained merit, determined in accordance with Section 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Section 50. Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (d) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(d) Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest-ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest-ranking person are not remediable, no person who is

the highest-ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

A vacancy shall be deemed to occur in a position 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 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.

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

(e) A final adjusted promotion list shall remain valid and unaltered for a period of not less than 2 nor more than 3 years after the date of the initial posting. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotion list is not in effect, a successor list shall be prepared and distributed within 180 days after a vacancy, as defined in subsection (d) of this Section.

(f) This Section 20 does not apply to the initial hiring list.
(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/25)

Sec. 25. Monitoring.

(a) All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.

(b) Two impartial persons who are not members of the affected department shall be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.

(c) The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

(d) The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/30)

Sec. 30. Promotion examination components. Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process, and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/35)

Sec. 35. Written examinations.

(a) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address

submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates. The review sessions shall be at no cost to the candidates.

(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 5 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

(e) The provisions of this Section do not apply to the extent that they are in conflict with provisions otherwise agreed to in a collective bargaining agreement. (Source: P.A. 97-352, eff. 8-12-11.)

(50 ILCS 742/40)

Sec. 40. Seniority points.

(a) Seniority points shall be based only upon service with the affected department and shall be calculated as of the date of the written examination. The weight of this component and its computation shall be determined by the appointing authority or through a collective bargaining agreement.

(b) A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/45)

Sec. 45. Ascertained merit.

(a) The promotion test may include points for ascertained merit. Ascertained merit points may be awarded for education, training, and certification in subjects and skills related to the fire service. The basis for granting ascertained merit points, after the effective date of this Act, shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points unless otherwise agreed to in a collective bargaining agreement.

(b) Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/50)

Sec. 50. Subjective evaluation.

(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.

(b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application. A designated representative of the contracting union party shall be notified and be entitled to be present to monitor any preliminary meeting between certified assessors or representatives of a testing agency and representatives of the appointing authority held prior to the administration of the test to candidates for promotion.

(c) Where chief's points or other subjective methods are employed that are not amenable to monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the time of the test.

(d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review, and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.

(e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled.

(f) Persons selected to grade candidates for promotion during an assessment center process shall be impartial professionals who have undergone training to be certified assessors. The training and certification requirements shall, at a minimum, provide that, to obtain and maintain certification, assessors shall complete a course of basic training, subscribe to a code of ethical conduct, complete continuing education, and satisfy minimum activity levels.

(g) The standards for certification shall be established by a Joint Labor and Management Committee (JLMC) composed of 4 members: 2 designated by a statewide association whose membership is predominantly fire chiefs representing management interests of the Illinois fire service, and 2 designated by a statewide labor organization that is a representative of sworn or commissioned firefighters in Illinois. Members may serve terms of one year subject to reappointment.

For the purposes of this Section, the term "statewide labor organization" has the meaning ascribed to it in Section 10-3-12 of the Illinois Municipal Code.

In developing certification standards, the JLMC may seek the advice and counsel of professionals and experts and may appoint an advisory committee.

The JLMC may charge reasonable fees that are related to the costs of administering authorized programs and conducting classes, including without limitation the costs of monitoring programs and classes, to the following: (i) applicants for certifications or recertifications, (ii) recipients of certifications or recertifications, and (iii) individuals and entities approved by the JLMC to conduct programs or classes.

The JLMC's initial certification standards shall be submitted to the Office of the State Fire Marshal by January 1, 2009. The JLMC may provisionally certify persons who have prior experience as assessors on promotional examinations in the fire service. Effective January 1, 2010, only those persons who meet the certification standards developed by the JLMC and submitted to the Office of the State Fire Marshal may be selected to grade candidates on a subjective component of a promotional examination conducted under the authority of this Act; provided this requirement shall be waived for persons employed or appointed by the jurisdiction administering the examination.

The JLMC shall annually:

(1) issue public notice offering persons who are interested in qualifying as certified assessors the opportunity to enroll in training; and

(2) submit to the Office of the State Fire Marshal an amended list of persons who remain certified, are newly certified, or who are no longer certified.

(h) The Office of the State Fire Marshal shall support the program by adopting certification standards based on those submitted by the JLMC and by establishing a roster of certified assessors composed of persons certified by the JLMC.

If the parties have not agreed to contract with a particular testing company to provide certified assessors, either party may request the Office to provide the names of certified assessors. Within 7 days after receiving a request from either party for a list of certified assessors, the Office shall select at random from the roster of certified assessors a panel numbering not less than 2 times the number of assessors required. The parties shall augment the number by a factor of 50% by designating assessors who may serve as alternates to the primary assessors.

The parties shall select assessors from the list or lists provided by the Office or from the panel obtained by the testing company as provided above. Within 7 days following the receipt of the list, the parties shall notify the Office of the assessors they have selected. Unless the parties agree on an alternate selection procedure, they shall alternatively strike names from the list provided by the Office until only the number of required assessors remain. A coin toss shall determine which party strikes the first name. If the parties fail to notify the Office in a timely manner of their selection of assessors, the Office shall appoint the assessors required from the roster of certified assessors. In the event an assessor is not able to participate in the assessment center process for which he was selected, either of the parties involved in the promotion process may request that additional names of certified assessors be provided by the Office.

(Source: P.A. 97-174, eff. 7-22-11.)

(50 ILCS 742/55)

Sec. 55. Veterans' preference. A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/60)

Sec. 60. Right to review. Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/65)

Sec. 65. Violations.

(a) A person who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of this Act commits a violation of this Act and may be subject to charges for official misconduct.

(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/900)

Sec. 900. (Amendatory provisions; text omitted).

(Source: P.A. 93-411, eff. 8-4-03; text omitted.)

(50 ILCS 742/999)

Sec. 999. Effective date. This Act takes effect upon becoming law.

(Source: P.A. 93-411, eff. 8-4-03.)

**APPENDIX H
PLANS PARTICIPATION AGREEMENT**

**Employer Participation Agreement
for the
Post Employment Health Plan
for Collectively Bargained Public Employees**

This PARTICIPATION AGREEMENT, effective as of the 1st day of March 1999, (the "Effective Date"), by and between the undersigned employer (the "Employer"), and Public Employees Benefit Services Corporation (PEBSCO), as the administrator (the "Administrator") of the Post Employment Health Plan for Collectively Bargained Public Employees (the "Plan").

WITNESSETH:

WHEREAS, the Employer is a State or a political subdivision thereof, or an agency or instrumentality of any of the foregoing; and

WHEREAS, the Plan provides post-retirement reimbursement of qualifying medical care expenses for the benefit of government employees and their dependents and,

WHEREAS, pursuant to a collective bargaining agreement (attached hereto as Exhibit B) with Evanston Fire Fighters Association (the "Local Union"), the Employer has agreed to make contributions pursuant to the Plan for work performed by its employees covered by said collective bargaining agreement ("Contributions"); and

WHEREAS, the Contributions will be held in trust by the ^{BANK OF AMERICA} ~~LaSalle National Bank~~, or its successor, as trustee (the "Trustee") of the Trust for the Post Employment Health Plan for Collectively Bargained Public Employees (the "Trust") for the exclusive benefit of plan participants and their qualified dependents;

WHEREAS, the Plan gives authority to the Administrator to accept on behalf of the Plan an Employer for participation in the Plan; and

WHEREAS, the Administrator is willing to accept the Employer as an Employer under the Plan upon the terms and conditions herein set forth;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Employer and the Administrator hereby agree as follows:

1. By execution of this Participation Agreement, the Employer adopts and agrees to be bound by all of the terms and provisions of the Plan and the Agreement and Declaration of Trust for the Plan assets (the "Trust Agreement") effective February 20, 1991 and such subsequent amendments which are adopted as provided in the Trust Agreement. The Employer agrees to be bound by all actions taken by the Administrator and the Trustee pursuant to the powers granted them by the Plan and Trust Agreement.
2. By execution of this Participation Agreement with the Employer, the Administrator accepts the Employer for participation in the Plan. The Trust Agreement and the Plan adopted by the Employer (and other participating employers) as in effect from time to time, shall fully apply to the Employer and its employees accepted for participation in the Plan.
3. This Participation Agreement does not authorize the Plan to bind the Employer in any manner inconsistent with the terms of its collective bargaining agreement and the Trust Agreement. This provision shall not preclude the Administrator or Trustee from enforcing any rights which are pro-

- ant to the collective bargaining agreement and this Participation Agreement shall rest solely with the Local Union.
8. The Employer (and the Local Union through the collective bargaining agreement) hereby appoint, and approve of, PEBSCO to provide claims payment services and to act as the Administrator for the Plan. The Employer further agrees that the Administrator's compensation for its services shall be based on the schedule attached hereto as Exhibit A. The Administrator's fee shall remain fixed for the duration of the collective bargaining agreement unless the Employer and Administrator, upon mutual agreement, adjust the Administrator's fees during the term of the collective bargaining agreement. Upon the expiration of the collective bargaining agreement, the Administrator may adjust its fee. If the Employer does not approve a revised fee schedule, then the Administrator shall charge the fee based on the schedule approved by a majority of the Employers employing a majority of Participants participating under the Plan.
 9. In addition to the fees to the Administrator, the Administrator shall have the authority to pay from the Trust any additional fees for legal services, Trustee expenses and other Plan related fees and expenses reasonably determined by the Administrator to be necessary for the Plan's and Trust's operation.
 10. The Employer and the Local Union (through the collective bargaining agreement) hereby appoint, and approve of, LaSalle National Bank to act as Trustee of the Plan and Trust, and hereby ratify the terms of the Trust Agreement entered into between employees' representatives (i.e., the Professional Firefighters of Wisconsin, the Illinois Professional Firefighters Association, and the Wisconsin Professional Police Association) and the Trustee, a copy of which has been provided to the Employer. 11. The Employer (and its covered employees through its Advisory Committee Representative) hereby appoint and approve of Nationwide Advisory Services, Inc. to act as investment manager for the Trust's assets and the utilization of a group variable annuity for investment of the Employer's contributions. The Employer acknowledges that it has received and reviewed the informational brochure for the annuity. It is understood and agreed that part of the arrangement between PEBSCO as Administrator and product provider Nationwide Life Insurance Co. includes commissions.
 12. No waiver of any default in performance on the part of the Administrator or the Employer or any breach or series of breaches of any of the terms of this Agreement shall constitute a waiver of any subsequent breach. Resort to any remedies referred to herein shall not be construed as a waiver or any other rights and remedies to which the Administrator is entitled under this Agreement or otherwise.
 13. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed without the invalid portion.
 14. The Employer shall indemnify and hold the Administrator harmless for and against all losses, damages, liabilities or expenses (including, but not limited to, reasonable attorney's fees and litigation expenses) which the Administrator may incur as a result of claims based upon any breach by the Employer, its affiliates, agents or employees of any provisions of this Agreement, the Plan document or related items that are within their reasonable control.
 15. The Administrator shall indemnify and hold the Employer harmless for and against all losses, damages, liabilities or expenses (including, but not limited to reasonable attorney's fees and litigation expenses) which the Employer may incur as a result of claims based upon any breach by the Administrator, its affiliates, agents or employees of any provisions of this Agreement, the Plan Document or related items that are within their reasonable control.

16. As a condition precedent to any right of action hereunder, in the event of any dispute or difference of opinion hereafter arising with respect to this Agreement, it is hereby mutually agreed that such dispute or difference of opinion shall be submitted to arbitration, in accordance with the Commercial Rules of Arbitration of the American Arbitration Association, except as otherwise provided in this arbitration provision. One arbiter shall be chosen by Employer, the other by PEBSCO, and an umpire shall be chosen by the two arbiters before they enter upon arbitration. In the event that either party should fail to choose an arbiter within (30) days following a written request by the other party to do so, the requesting party may choose two arbiters who shall in turn choose an umpire before entering upon arbitration. If the two arbiters fail on the selection of an umpire within (30) days following their appointment, each arbiter shall name three nominees, of whom the other shall decline two, and the decision shall be made by drawing lots.
17. This agreement shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Ohio. The parties consent to the jurisdiction of any Local, State or Federal Court located within Ohio.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed on its behalf by a duly authorized officer, and a duly authorized representative of PEBSCO executed this Agreement on behalf of the Administrator.

("Employer")

June 1, 1999

By Justin R. Witt
 Post Employment Health Plan
 For Collectively Bargained Public Employees
 And Its Administrator, PEBSCO

_____, 19____

By _____
 PEBSCO Representative
 Public Employee Benefits Services Corporation, Inc.
 (PEBSCO as Administrator)

**APPENDIX I
RETURN TO SHIFT/EXEMPT POSITIONS**



CITY OF EVANSTON • FIRE & LIFE SAFETY SERVICES

909 Lake Street • Evanston, Illinois 60201-4318 • TEL: 847-866-5918 • FAX: 847-866-8729

November 1, 2004

To: Jeffrey McDermott, Union President
Evanston Firefighters Local 742

From: Alan J. Berkowsky, Fire Chief

RE: Return to Shift/Exempt Positions

Whenever a member of the Department accepts the position of Division Chief, the member may return to shift under the following conditions:

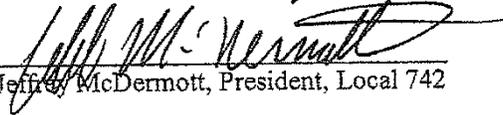
1. There is an agreement between the member and the Fire Chief that it is in the best interest of the Department (and the member) to return the member to Shift/FPB.
2. The member will make arrangements with the Union for re-entry into the Bargaining Unit.

Members that were Captains previous to the promotion will return as Captains.

Members subjected to discipline may have the option of returning to Shift/FPB pending the seriousness and outcome of the disciplinary process.



Alan J. Berkowsky, Fire Chief



Jeffrey McDermott, President, Local 742

**APPENDIX J
INCIDENT COMMAND MINIMUM QUALIFICATIONS**

Memorandum of Understanding

The following agreement is specifically designed to provide the minimum educational course qualifications necessary to fulfill the role of Incident Command and/or Incident Safety Officer by all Chief Officers and Acting Chief Officers of the Evanston Fire Department.

Nothing in this agreement shall take precedence to the CBA with respect to Article XVI (Promotions) or Appendix H (Fire Department Promotion Act).

All members currently holding a Chief Officer or Acting Chief Officer position shall have 18 months from the date of this agreement to meet the course requirements. Extensions may be permitted if mutually agreed by both the Union and the City.

Future promotions to Chief Officer or new Acting Chief Officers shall have 18 months from the date of the final promotional list posting to meet the course requirements. Extensions may be permitted if mutually agreed by both the Union and the City.

For members of Local 742, all required courses are to be provided during normal duty hours. If this is not possible, coverage will be provided and/or overtime paid in accordance with Section 10.2 of the CBA. A member would not be obligated to attend any training on his assigned vacation or Kelly day.

Course Name	Hours
National Fire Academy ISO	16 hours
Fire Officer 1 or BS/MS Fire Science	200 hours plus
Tactics II	40 hours
NIMS 300	16 hours
NIMS 400 (Division Chief or Higher)	16 hours

Agreed to this 17 day of February, 2011

City of Evanston


EFFA, IAFF Local 742


**APPENDIX K
DIVISION CHIEF RESPONSE TO ALARMS**

Memorandum of Understanding

The following agreement is specifically designed to bring clarity and understanding to how Division Chief Officers will respond to alarms below the level of a Code Four alarm.

Division Chief Officers may respond to any type of incident at their discretion. However, their *purpose for responding to routine calls will be defined as follows:*

- Assist and provide information to companies on the scene.
- Observe operations.
- Remain connected in the daily operations of the Department.
- Assist with fire/incident investigation and gather information for the media.

If a Division Chief Officer responds, he/she will follow dispatch protocol. Once on the scene, *he/she will make face-to-face contact with the Officer in Charge.* It should never be the intent of a Division Chief officer to supersede the authority of the Officer in Charge; unless he/she feels inappropriate actions are being taken. In those rare instances, appropriate SOG's and the proper chain of command will be followed. Division Chief officers will not cancel assignments of responding apparatus without first contacting Battalion 21.

It shall never be the intent of any Chief or Division Chief Officer to substitute or claim the work of a Shift Chief or Company Officer at any time.

Agreed to this 17 day of February, 2011

City of Evanston



EFFA, IAFF Local 742



**APPENDIX L
PERSONNEL RULES / WORKERS' COMPENSATION**

**Memorandum of Understanding
City of Evanston and Evanston Fire Fighters Association, IAFF Local 742
Worker's Compensation Program
September 15, 2011**

On January 21, 2011, the Evanston Fire Fighters Association, IAFF Local 742, placed an official demand to bargain in good faith over a proposed new section of the City's Personnel Manual. This Section (#20) relates to the City's Worker's Compensation Program, and applies to all City employees. The City promptly accepted and both parties, over several meetings, bargained in good faith over the section.

Please find below the negotiated Section 20:

City of Evanston

Section 20. Workers Compensation Program

Mission Statement: As part of its mission to become the most livable city in America, the City of Evanston is committed to providing outstanding Customer Service to the citizens of Evanston. In order to achieve this commitment our employees must be in good health and free from injury.

The mission of the City of Evanston's worker's compensation program will be to act as a supportive resource to both employees and their supervisors. The program will compassionately recognize injured employees, utilizing honest, open, and respectful communication at all times. The program administrators will act as advocates for both the injured employee and their supervisor, finding a balance between the interests of both parties while aiding, in a timely fashion, the employee during their recovery to full health.

Policy: It is the policy of the City of Evanston to follow State and Federal laws which provide for protection of employees experiencing occupational disabilities through accidents or illness obtained in the course of employment.

Neither the City of Evanston nor the Third Party Administrator will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

Purpose: Worker's compensation is a statutory requirement and not a benefit provided by the City of Evanston. The following guidelines and procedures are in accordance with the requirements of the Illinois Workers Compensation Act and, in addition for Fire and Police, the Public Employee's Disability Act.
Procedures/Guidelines:

1) In accordance with the Illinois Worker's Compensation Act, employees who get hurt on the job must notify their supervisor within 45 days. The City of Evanston's policy is that employees who get hurt on the job should notify their supervisor immediately, and complete an Employee Injured on Duty Report. Both should be done no later than the end of the business day on which the injury occurred, unless extenuating circumstances are present. All reports shall be complete prior to submission, otherwise incomplete reports will be returned to the supervisor and employee prior to being accepted for processing for consideration as a compensable injury. Failure or refusal by the employee

Memorandum Of Understanding – Worker's Compensation Program

to comply with the provisions of this section may result in the delay of benefits under the Illinois Worker's Compensation Act.

2) *Reported injuries suffered by employees during the course of their employment shall be investigated immediately, or as soon as is practicable, by the employee's supervisor. Investigations shall include, but not be limited to, completion of the Employee Injured on Duty Report, photos of the scene taken with city-issued cell phone, interviewing witnesses (information obtained to be included in report), etc.*

3) If the claim for benefits is determined to be compensable, the third-party claims administrator shall distribute all appropriate benefits. If the claim is determined to be non-compensable, the third-party claims administrator will notify the employee, or beneficiary if a death, in writing of the denial. Injuries resulting when an employee has removed themselves from the course of their employment by violation of direct and/or specific instructions thereby unnecessarily increasing the risk of injury may not be compensable.

4) *Initial medical treatment for job related injuries: During business hours employees will be directed by their supervisor to go to the City's medical provider. During non-business hours employees will be directed to go to the nearest emergency room for treatment. All emergency room visits will require a follow-up appointment with the City's medical provider the very next business day.*

For employees needing additional follow-up medical treatment to what was provided by the City's medical provider, the Safety & Worker's Compensation Manager, or designated claims adjuster for the Third Party Administrator, will provide authorization for treatment from the employee's treating physician within three (3) business days from the date sufficient information has been received in order to determine the compensability of the injury.

Sufficient information includes, but is not limited to, the completed injury report (see section 1 above for report completion guidelines), witness statements, and a full and complete investigation.

5) All employees are required to follow all safety guidelines/procedures and wear any/all appropriate personal protective equipment. Employees should only operate equipment that they have been trained and authorized to operate.

6) Employees are expected to schedule follow-up medical appointments and therapy appointments at the beginning or end of their shift in order to reduce disruption to co-workers and departmental productivity. In accordance with the Illinois Worker's Compensation Act an employer has 14 days to respond to a demand for medical benefits. The City shall provide timely verbal/written approval, and when possible within 24 hours or the next business day, from the time the City's Third Party Administrator receives all necessary medical documentation, etc., to all treating doctors, hospitals or other medical providers if such approval is required by the employee's medical provider. However, this period of time may be extended when the city exercises its rights under the Act, including, but not limited to, Independent Medical Evaluations and Utilization Review.

7) It is the employee's responsibility to notify their supervisors of any treatment schedules, doctor's appointments, surgery dates, etc., in advance of such appointments.

Memorandum Of Understanding – Worker's Compensation Program

Such notification is expected to be provided the same, or next, business day from the date the appointment was made.

Employees on light duty in accordance with any Collective Bargaining Agreement or applicable personnel rule, who miss or cancel appointments, as listed above, due to their own circumstances are responsible for notifying their supervisors immediately and are expected to report for work, or remain at work.

8) After each medical appointment for a work-related injury employees are to ask for a work status note/report from the medical provider and are required to bring that note/report to the Human Resources office, and their supervisor, the same, or next, business day. Reports faxed from the doctor's office are only for employees who have been given driving restrictions, the same deadline outlined above applies for reports faxed from the doctor's office (driving restrictions must be included in the status report, otherwise the employee is required to deliver the report themselves as directed above). Failure to comply with this procedure may result in the delay of authorization for further medical treatment or, payment of future Temporary Total Disability (TTD)/Public Employee Disability Act (PEDA) benefits.

Taxation issues caused by non-compliance with this procedure by PEDA eligible employees does not subject the City of Evanston to any additional reporting responsibility.

9) It is the City of Evanston's policy to accommodate most any light duty restrictions. Employees given restrictions that allow them to perform light duty will be expected to report such restrictions to their supervisor as outlined in section 8 above, but subject to the provisions of any Collective Bargaining Agreement ("CBA"). The availability of light duty work shall be assumed by the employee upon receipt of such restrictions from the treating physician, and only upon notification by the employee's supervisor that light duty cannot be accommodated will the employee be excused from reporting for work. Working light duty tolls the payment of TTD/PEDA benefits.

10) Employees who have been released to light-duty by a physician but do not want to return to work until released to full-duty are required to contact their supervisor for each day they do not come to work, unless prior arrangements are made. Employees who voluntarily choose not to work the offered light duty assignment will not be eligible for TTD/PEDA benefits, subject to the provisions of any CBA.

11) An employee who is determined to be temporarily totally disabled and off work as the result of any injury or illness arising out of and in the course of their employment shall not be charged with paid sick leave during any period of temporary total disability or incapacity in which he is also eligible to receive statutory Illinois Workers' Compensation benefits. Injured employees will accrue sick leave, vacation time and other fringe benefits in accordance with applicable personnel rules or collective bargaining agreements. All accruals are subject to limits as outlined in Sections 8.3 and 8.4 (a) of the City of Evanston's personnel manual or the appropriate collective bargaining agreement.

12) According to the Illinois workers' compensation law, no temporary total disability (TTD) is payable to an employee for a work-related injury for the first three (3) complete working days of the employee's incapacity, unless the incapacity continues for 14 or more calendar days. However, employees eligible for PEDA are not subject to this limitation. Although not required by law, it is the City's policy to allow an employee to

Memorandum Of Understanding – Worker's Compensation Program

use three (3) of their sick days for the first three non-compensable days so long as the employee has twelve (12), or more, sick days in their sick time accrual bank. If the injured employee is incapacitated for more than 14 calendar days, the employee's sick bank will be reinstated. Sick time cannot be used in conjunction with TTD.

13) An employee who has been deemed to have reached maximum medical improvement (MMI) and has been given work restrictions that do not allow them to perform the full scope of their job for which they are currently employed will be placed on FMLA in accordance with the employee's collective bargaining agreement, if applicable. The specifics of each FMLA will be addressed on a case by case basis.

14) An employee receiving TTD benefits shall be required to pay their regular employee contribution to the City of Evanston for their health, dental and life insurance premiums. Arrangements for payment will be made upon the employee's return to light, or full, duty, whichever comes first. If the employee should not be able to return to light-, or full-, duty, he/she remains responsible for their portion of the past due premiums provided however, health insurance premiums will not be payable for any employee eligible for benefits under the Public Safety Employee Benefits Act.

15) If an employee personally receives bills related to an injury they suffered due to their employment, the bills must be given to his/her supervisor, or brought to Human Resources, immediately so that they may be submitted to the City's third party administrator for prompt payment.

16) Any unused floating holiday(s) shall not be carried over at the end of the calendar year if they are not able to be taken due to a work-related injury/illness.

17) **Fire & Police subsection:**

Upon line-of-duty disability retirement, any accrued and unused vacation and/or sick leave shall be paid out according to the applicable union contract. Likewise, all benefit accruals for all benefit types shall cease as well at the commencement of an employee's duty-related disability pension.

Upon commencement of an employee's line-of-duty disability pension, the employee, *their spouse and minor children shall be eligible to have the City pay health insurance coverage as outlined in the Public Safety Employee Benefits Act, so long as all three criteria are met.* Employees eligible to apply for Public Safety Employee Benefits Act (PSEBA) health insurance coverage must request, in writing, an application for such benefits from the Human Resources division within two weeks from the date an employee's duty related disability pension commences.

The payment of health insurance coverage for employees not eligible for payments under the Public Safety Employee Benefits Act shall be paid in accordance with the applicable CBA. Rather, the employee may continue said insurance if he chooses to pay the full cost via pension check deduction.

Fire - Participation in contact or competitive sports whether organized or informal in nature, is prohibited while on duty. These activities include, but are not limited to, basketball, football, floor hockey, boxing, wrestling, softball and baseball. Any such participation in these activities by members while on duty shall not be considered to be an approved physical fitness activity.

Memorandum Of Understanding – Worker's Compensation Program

Any fitness/sports activity that cannot be undertaken using the exercise equipment provided by the City, or approved by the Fire Chief or his designee is expressly prohibited. The only exception to this will be members who choose to run/jog within close proximity to their assigned station, provided they can return to their apparatus within 60 seconds and have a portable radio with them at all times.

18) Nothing in this Section shall be construed as a waiver of an employee's or City's rights under the Illinois Worker's Compensation Act nor the Public Employee Disability Act (PEDA). The City shall not be required under this Section to grant rights or benefits greater than required by the Illinois Worker's Compensation Act or the PEDA.

19) Employees who are found to have violated any of the above stated guidelines/procedures will be subject to discipline in accordance with all applicable personnel policies or the appropriate union contract. This does not, in any way, waive the City of Evanston's responsibility under the Illinois Worker's Compensation Act for any injury that is determined to be compensable under the Act.

For the City of Evanston


Wally Bobkiewicz, City Manager

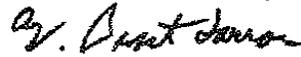
9-23-11
Date

For the Union


Brian Scott, President, IAFF Local 742

9-16-11
Date

Approved as to form:


W. Grant Farrar
Corporation Counsel

APPENDIX M
DIVISION CHIEF MEMORANDUM OF UNDERSTANDING

Execution Version

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the "MOU") entered into this 14th day of March, 2019 by and between the **CITY OF EVANSTON** (the "City") and the **EVANSTON FIRE FIGHTERS ASSOCIATION LOCAL NO. 742, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC** (the "IAFF") (collectively, the "Parties").

WITNESSETH

WHEREAS, the IAFF is the sole and exclusive bargaining representative for all uniformed classifications of fire fighters, including the rank of Shift Chief, below the rank of Assistant Fire Chief;

WHEREAS, the City and the IAFF are parties to a collective bargaining agreement with a current term of January 1, 2017 through December 31, 2018 (the "CBA");

WHEREAS, the City's Fire Department currently has two vacant non-bargaining unit Division Chief positions;

WHEREAS, As part of City directed re-organization of the fire department command staff that will include the creation of a non-bargaining unit Deputy Chief of Operations position, the Parties seek to create a five-year pilot program in which two Division Chief Positions will be added to the bargaining unit which will incorporate certain non-bargaining unit work traditionally performed by the Division Chiefs for the term of the pilot program and, in accordance with Section 13.12 of the CBA, are reflected in a updated job description attached hereto as Exhibit A; and

WHEREAS, the Parties wish to have a written understanding regarding this **five-year pilot program** and fully acknowledge that this memorandum of understanding is a pilot program that cannot be used as status quo in an interest arbitration; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings herein, the Parties agree as follows:

1. Incorporation of Recitals

The foregoing recitals shall be considered a part of this MOU and shall be binding upon the Parties.

2. Division Chiefs

The Parties agree to incorporate two currently non-bargaining unit Division Chief positions into the bargaining unit for the duration of the pilot program. These Division Chiefs will perform work as described in Exhibit A, incorporated herein for reference. The nature of position, job duties, and minimum requirements for the work are outlined in detail. The parties acknowledge and agree that if an external candidate is selected for the open Division Chief position, the external candidate will not become a member of the bargaining unit. The terms of this MOU will not be applicable to the external candidate.

3. All Other Relevant Sections of Current CBA Shall Apply

All other relevant sections of the current CBA shall apply including:

- a. Section 9.2 Paid Holidays - Five Day Employees: Employees who are scheduled to work a five day 37.5 hour work week will work the hours of 0830 to 1700 (8:30 a.m. to 5 p.m.) with the exception of Saturday, Sunday and City Holidays. If they are required to work any designated City Holiday they will receive holiday pay at two (2) times the hourly salary for all hours worked.
- b. Section 9.12 - Five Day Employees who are scheduled to work a five (5) day, 37.5-hour work week, shall receive benefits (e.g., vacation, sick pay, etc.) computed on a ratio of 37.5/49.8, except that said employees shall not receive Kelly Days.
- c. Section 10.1 - In the event the City regularly schedules an employee or employees for a duty schedule other than the normal schedule:
 - i. The Fire Chief will grant an interview to the affected employee to provide an opportunity to discuss any complications with such a schedule change before the schedule change is put into effect; provided, however, the City will request and consider volunteers before making a change on a mandatory basis.
 - ii. Employees moving from a five day schedule back to a 24/48 shift schedule shall receive time and one-half for all hours worked over 49.8 in the week they return to a 24/48 shift schedule.

4. Other Work Conditions that Would Apply

Bargaining Unit Division Chiefs:

- a. Shall be paid in accordance with Section 9.1 as a Shift Chief. No separate salary schedule will be created, however while not considered a temporary duty assignment, BU-DCs will still receive a pay differential of \$3,600 per year.
- b. With management approval, can work a flexible schedule not to exceed 37.5 hours per week/7.5 day while remaining eligible for overtime in accordance with Section 10.2
- c. Shall be still eligible to take the Shift Chief promotional test if they meet the requirements of Section 16.4.
- d. Shall receive preference towards promotion for any department Deputy Chief position that is established.
- e. Who are on the Shift Chief eligibility list shall also be eligible for shift hire-back overtime under the following conditions:
 - i. Can only serve as Acting Shift Chief.
 - ii. Must not interfere with primary administrative duties as determined by the Fire Chief.
 - iii. Can be subject to mandatory hirebacks if the situation arises.
- f. Will not be eligible to trade duty shifts with suppression personnel.
- g. Who are on the Shift Chief eligibility list may be used to fill long term shift vacancies (due to injury, illness, FMLA, maternity etc.) of Shift Chiefs as determined by the Fire Chief or his designee.

5. Selection and Promotion

- a. Bargaining Unit Division Chiefs shall be selected and promoted using the current non-bargaining unit process of position posting, qualifications assessment and structured oral interviews.
- b. If the City determines that candidates do not meet the desired qualifications and/or the current needs of the City, the City reserves the right to re-post the position appropriate for internal and/or external candidates until a suitable person can be selected.
- c. Bargaining Unit Division Chiefs will be subject to removal/demotion for non-performance.

6. The following Sections/Appendixes of the CBA shall not Apply

The following sections and appendixes of the CBA shall not apply to the Bargaining Unit Division Chiefs positions during any part of the program:

- a. Section 13.18 - New Classifications – with respect to the obligation for negotiation and/or arbitration for a new bargaining unit classification.
- b. Appendix G - Fire Department Promotions Act

7. The following Sections of the CBA shall be Modified

The following sections of the CBA shall be modified by the terms of the MOU:

- a. Section 1.1. Recognition and Representation – shall be inclusive of the rank of Division Chief.
- b. Section 9.1. Salary Schedules – Captains promoted to Division Chief shall start at the D or D/P step of the Shift Chief salary schedule, Shift Chiefs promoted to Division Chief shall remain at their current step
- c. Section 16.1. Promotions – shall include the rank of Division Chief.
- d. Section 16.4. Shift Chief – eligibility for Shift Chief exam shall include rank of Division Chief.
- e. Section 16.6. Waiver and Agreement – provisions for D/C promotional process shall be governed by the parties' MOU.

8. Exemption from Maintenance of Service Levels

The Parties acknowledge and agree that the Bargaining Unit Division Chiefs positions are not a part of the daily minimum manning and will not be subject to the requirements of Section 13.19 ("Maintenance of Service Levels") of the CBA.

9. Right to Rotate, Duties and Implement Schedule Changes

- a. The Parties acknowledge and agree that nothing in this MOU or under this pilot program shall interfere with the Fire Chief's already existing right to rotate employees in a classification as needed to meet operational needs of the department.
- b. In addition, the Fire Chief retains the right to reasonably modify the assignments and responsibilities as detailed in the job description for any classification as well as the ability to move an employee from a 37.5 hour work week schedule to a 24/48 shift

schedule and vice versa consistent with Section 10.1 ("Normal Workday and Work Cycle").

10. Duration

The Parties acknowledge and agree that the pilot program shall extend for a five-year period beginning [Insert Start Date] and ending [Insert End Date] (the "Term"). No extensions of the Term will be permitted, except to the extent the parties are conducting the Labor Management Conference as outlined in Paragraph 11.

3/11/2019

3/10/2024

11. Expiration of the Pilot Program

90 days prior to the expiration of the pilot program, the program will be evaluated by a Labor Management Conference in accordance with Article XII to determine whether or not the program should be continued:

- a) If the program is determined to be successful by both Parties, the program may be permanently incorporated in the collective bargaining agreement by mutual agreement.
- b) If incorporated into the CBA, the positions would remain in the bargaining unit regardless of any future changes in the IPLRA relative to job description duties.
- c) If the program is determined to be unsuccessful by one or both Parties, the Parties will revert back to the status quo of the bargaining unit composition, duties, and command structure relative to the Division Chief positions that existed prior to the pilot program and no amendments to the CBA will be made.

If, upon expiration of the pilot program, no one holds any of the two bargaining unit Division Chief positions, these positions will be eliminated and/or re-established as non-bargaining unit positions at the City's discretion.

If, upon expiration of the pilot program, one or both of the Bargaining Unit Division Chief positions are filled, each position will be eliminated and/or re-established as non-bargaining unit positions through attrition. As this courtesy may potentially extend certain applicable provisions of the MOU beyond the established pilot program duration; the union agrees that no future claims can be made relative to Section 13.18 of the current CBA or the IPLRA relative to the classification or associated job description duties. They also agree that all relevant sections of the MOU would also still apply until all BU-DC attrition is completed.

Upon the expiration of the pilot program and the eventual re-establishment of the non-bargaining unit Division Chief positions, all bargaining unit work transferred under the pilot program will be restored back to the status of non-bargaining unit work.

12. Non-Precedential

The Parties acknowledge and agree that this MOU is entirely non-precedential in every respect and will not constitute binding precedent or evidence of the "status quo" for

purposes of any future negotiations, unit classification clarifications, interest arbitrations or with respect to either party's interpretation of the CBA.

13. **Effect of MOU**

The Parties acknowledge and agree that this MOU does not modify, amend, or otherwise affect the current contract language of the CBA. All provisions of the CBA will remain in full force and effect for the duration of the pilot program unless specifically modified by the provisions of this MOU.

14. **Effective Date**

This MOU is effective upon execution by both parties.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by the signatures of their authorized representatives as set forth below.

CITY OF EVANSTON

**EVANSTON FIRE FIGHTERS ASSOCIATION
LOCAL NO. 742,
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, AFL-CIO-CLC**

By: Wally B...
City Manager

By: [Signature]
Union President

Date: 3-12-19

Date: 3/11/2019

EXHIBIT A

**JOB DESCRIPTION
AN EQUAL OPPORTUNITY EMPLOYER MW/D**

DEPARTMENT:	FIRE
BUREAU:	
POSITION TITLE:	DIVISION CHIEF
JOB TYPE:	
PAY GRADE/RANGE:	
FLSA STATUS:	Non-Exempt
CIVIL SERVICE STATUS:	
OPENING DATE:	
CLOSING DATE:	

OVERALL NATURE OF WORK:

- Directs, manages, supervises, and coordinates the activities and operations of an assigned Division within the Fire Department.
- Coordinates shift and/or administrative responsibilities including, but not limited to, operations, training, logistics, IT/communications, special operations, fire prevention, disaster preparedness, public engagement and education and other related programs and services.
- Is on call 24/7/365 and may respond to emergency incidents as required by departmental policy and assume command of incidents as needed. Coordinates assigned activities with other divisions, departments, and outside agencies; and provides highly responsible and complex administrative support to the Deputy Chief and Fire Chief.
- Through the proper chain of command, manages and supervises union firefighting/ paramedic employees; trains, evaluates staff performance; provides guidance and leadership in the areas of employee development, performance improvement and advanced training; assists in preparing performance evaluations on subordinates; issues verbal and written orders as necessary; takes disciplinary action as appropriate; determines training needs; communicates with supervisory staff and employees to gain knowledge of work situations requiring remedial or preventive training or other action.
- Operates radio equipment, using two way communication devices; transmits and receives emergency communications.
- Maintains disciplinary control of personnel; explains departmental and City policies, rules, and regulations to employees to ensure compliance; enforces rules in a fair and impartial manner; recognizes misconduct upon occurrence; takes prompt corrective action; documents and maintains records to substantiate disciplinary recommendations; follows up on action to determine if behavior is corrected.
- Provides employees with a positive role model; encourages support and cooperation among personnel; identifies conflicts or problem situations; discusses problems with employees; directs and monitors problem resolution.
- Conducts employee counseling sessions; meets with employees to discuss methods for improving performance, discusses performance deficiencies and praises good performance, discusses employee career objectives and goals.
- Maintains employee records; prepares, reviews and organizes employee information such as time sheets, leave requests, discipline records.

- Completes forms and reports; prepares reports, writes narrative reports; checks reports for accuracy; submits to appropriate personnel.
- Participates in meetings, speaks up and provides input in meetings; provides subordinates, peers and supervisors with information.
- Utilizes computers, performing computer based operations such as data analysis, scheduling, communication and word processing.
- Knows City geography, including jurisdictional boundaries; knows physical layout of major buildings, residential areas, parks, etc.; knows how to move quickly and accurately through the area.
- Coordinates department activities with other agencies/departments; meets with representatives from other agencies to share information and coordinate activities.
- Utilizes safety equipment and procedures, following departmental safety procedures to ensure safety of self and others.
- Operates emergency vehicle when responding to calls for emergency medical, rescue services, or fire alarms.
- Maintains physical fitness, performs physical exercise routine; maintains health and physical well-being.
- Participates in training, conducting and attending seminars or training drills; improves technical skills on an ongoing basis.
- Provides information and support to the public; represents the department to residents and bystanders; interacts with the public in emergency and non-emergency situations.
- Supervises and directs interactions between employees and the public; structures professional contacts between firefighter/paramedics and the community.
- Maintains personal appearance, uniform and other equipment in accordance with departmental policy.
- Performs other duties as assigned or required.

Training

- Coordinates all fire suppression activities via a weekly/monthly/yearly schedule to include but not limited to training, Departmental Programs, maintenance and meetings.
- Participates in selection processes for all subordinate ranks in the Fire Department.
- Ensures that all actions adhere and comply with union contract provisions.
- Coordinates mutual fire protection plans with surrounding municipalities.
- Coordinates with Police Department responses to emergency situations.
- Develops and implements departmental policies to further the mission of the Fire Department.
- Participates in City budget process; monitors approved budget and expenditures in accordance with Finance/Budget guidelines and procedures.
- Represents the Fire Department at neighborhood and community meetings, some of which may be outside of normal business hours.
- Maintains positive community relationships with neighborhood groups, business groups, community agencies and citizens.
- Facilitates post-incident reviews.
- Attends City Council, committee, board and commission meetings in evenings and on weekends as needed; confers with officials and intergovernmental groups on Department related issues; may represent the Deputy Chief or Fire Chief at such meetings.
- Prepares reports, correspondence, presentations and other written documents relating to the activities of the suppression/fire prevention division; may prepare a variety of written documents relating to the activities of the Department.
- Trains department on new laws and regulations that affect the operations of the Evanston Fire Department.

- Practices effective personnel practices and techniques.
- Provides for maintenance of various types of fire apparatus, ambulances and equipment.
- Maintains an awareness of modern principles and practices of fire department organization and management, including a broad awareness and understanding of the interrelationships between departmental operations, programs, and activities.
- Effectively uses the National Incident Management System to manage fire department operations.
- Evaluates situations, identifies problems, and exercises initiative and sound independent judgment within established guidelines.
- Employs the leadership skills needed so that others can accomplish departmental goals and objectives.
- Maintains and projects a positive attitude and fosters the same in others.
- Prepares and presents clear, concise and complete reports; deals fairly, objectively, and impartially with others; works effectively as part of a group or team to achieve common goals.
- Maintains professionalism and composure at all times, including stressful situations; communicates clearly and effectively, both verbally and in writing by using correct English grammar, spelling, and punctuation.
- Organizes and schedules CPR/AED classes for citizens.
- Develops other Community Programs as deemed appropriate or directed.

Special Operations

- Administers, supervises, and coordinates the activities of the Dive/Ice Rescue, Hazardous Materials, Technical Rescue, and Personal Watercraft Teams.
- Responsible for the policy development, training, staffing, and operational readiness of department special rescue teams.
- Coordinates Special Team training and suppression support functions throughout Department.
- Monitors and maintains annual recertification of all team members.
- Acts as liaison to MABAS for TRT, Haz-Mat, Personal Water Craft and Water Rescue; County, State and Federal agencies as it relates to Homeland Security and emergency preparedness.
- Along with team leaders, evaluates, purchases and implements new technology improvements related to Special Teams.
- Develops, writes, implements, and trains Special Teams in the procedures for the Personal Water Craft; maintains equipment for Special Teams.
- Implements quality control programs to ensure readiness of special team members.
- Develops, writes and implements policies and procedures related to Special Teams.
- Instructs Department on team policies and procedures; coordinates training with Training Officer.
- Attends City Council, committee, board and commission meetings in evenings and on weekends as needed; confers with officials and intergovernmental groups on Department related issues; may represent the Deputy Chief or Fire Chief at such meetings.

Emergency Management

- Develops, administers, and coordinates the City's comprehensive Emergency Preparedness Program including, but not limited to, planning, response and mitigation activities.
- Responsible for the City's Emergency Operations Plan. Coordinates the integration of all the City departments' roles and responsibilities in the plan. Acts as a liaison representing the City at all levels of government including County, State and Federal to maintain any/all related certifications and coordinate the City's compliance efforts.
- Works with other City departments to ensure interdepartmental cooperation as it relates to Emergency Preparedness activities.

- Works with and meets regularly with agencies outside the City of Evanston including, but not limited to, law enforcement, Cook County, MABAS, and the State of Illinois.
- Participates on Committees as assigned by the Fire Chief.
- Prepares performance evaluations on subordinates.
- Advises counterparts and Shift Chiefs of activities within the City, noting special instructions and unusual conditions.
- Supervises and implements programs for continuing education and training.
- Develops and implements policies; responds to emergencies to coordinate and direct the activities of personnel and equipment.
- Transmits, supports, and carries out City and Fire Department orders and policies.
- Assists in planning for future fire service requirements; conducts research and prepares reports; makes recommendations for improvements in staffing, organization, procedures and general operations.
- Maintains a cognizance of the professional environment keeping abreast of new developments.
- Represents the department as assigned at neighborhood and community meetings, City Council meetings; promotes and maintains positive community relations; maintains harmonious working relationship with supporting agencies.
- Assists other entities in the City such as hospitals, school districts, businesses in emergency preparedness; identifies and analyzes the effects of hazards that threaten the City and puts into place plans to address threats and business interruption concerns.
- Coordinates and oversees the CERTS (Citizen Emergency Response Team) and the Medical Reserve Corps; develops and maintains the City's Emergency Operations Center (EOC) as a site from which key officials can direct and control an emergency or disaster.
- Assists in the development of procedures to insure the continuity of government and business during a disaster; secures technical and financial assistance through County, State and Federal Agencies.
- Maintains City's Emergency Plan and State Accreditation; develops and implements training exercises for City Officials, first responders and other entities within the City.
- Ensures that all actions adhere and comply with union contract provisions.
- Attends City Council, committee, board and commission meetings in evenings and on weekends as needed; confers with officials and intergovernmental groups on Department related issues; may represent the Deputy Chief or Fire Chief at such meetings.

Logistics

- Identifies and maintains a list of resources that would be available from private and government agencies in the event of an emergency.
- Researches, reviews and coordinates purchase of equipment for departmental use in accordance with the City's purchasing policies; writes specifications, requests for proposals, bid documents, etc.; receives purchased equipment, and inventories in departmental asset records.
- Participates in City budget process; monitors approved budget and expenditures in accordance with Finance/Budget guidelines and procedures.
- Recommends and implements modern technology and techniques best suited to the Department in collaboration with IT staff and Public Safety Technology Coordinators.
- Ensures line and staff personnel have proper tools, equipment, PPE and supplies.
- Coordinates with Fleet services regarding all department apparatus and vehicle maintenance.
- Oversees in collaboration with Fleet services all apparatus specification and purchase.
- Oversees and directs Station Captains in the maintenance and operational readiness of all fire stations.

MINIMUM REQUIREMENTS OF WORK:

- Must possess five (5) or more years of experience in the Evanston Fire Department, currently holding the rank of Captain or higher.
- Must possess a valid driver's license according to EFD Rules/Regs. #9.11.
- Must possess an associate's degree from an accredited college or university. Possession of Bachelor's or Master's degree from an accredited college or university in Fire Science, Fire Management, or Public Safety with a fire service concentration is preferred.
- Must possess a State of Illinois Fire Officer II Certification or must be willing and able to obtain it within 18 months of employment and maintain it as a condition of employment. Possession of State of Illinois Fire Officer II/AdCoFO Certification or Higher is preferred
- Must be a paramedic in good standing with the St. Francis Resource Hospital System.

- **Knowledge, skills, and abilities in the following areas:**
 - Ability to comprehend scientific and technical reports, safety manuals, contracts, rules, policies, Standard Operating Procedures, Standard Operating Guidelines, regulations, ordinances, codes, financial reports, legal documents, etc.; ability to write a variety of complex reports, studies, and records, ability to recommend (in writing) solutions and/or alternatives to problems, and develop and submit new ideas; ability to write employee performance appraisals; ability to be conversant using principles and methods of effective and persuasive speaking, discussion, and debate; ability to design and deliver training and presentations to a variety of audiences including employees and citizens.
 - Knowledge and use of personal computer and software, to include various word processing and spreadsheet software.
 - Knowledge of principles, practices, and techniques of modern firefighting operations including those pertaining to emergency scene tactics and strategy and saving life and property.
 - Knowledge of pertinent federal, state, and local laws, regulations, and policies.
 - Knowledge of modern principles and practices of fire department organization and management, including a broad awareness and understanding of the interrelationships between departmental operations, programs, and activities.
 - Ability to work with basic mathematical calculations; ability to use practical applications of fractions, percentages, ratio and proportions, practical algebra, and geometric constructions; ability to calculate plane and solid figures, circumference, area, and volume. Use of these math applications will allow the employee to analyze and write statistical and descriptive reports.
 - Ability to evaluate situation identify problems, and exercise initiative and sound independent judgment within established guidelines.
 - Ability to employ leadership skills needed so that others can accomplish departmental goals and objectives.
 - Maintains and project a positive attitude and foster the same in others.
 - Ability to prepare and present clear, concise and complete reports; deal fairly, objectively, and impartially with others; work effectively as part of a group or team to achieve common goals.
 - Ability to maintain professionalism and composure at all times, including stressful situations.
 - Ability to communicate clearly and effectively, both verbally and in writing by using correct English grammar, spelling, and punctuation.
 - Ability to write a variety of complex reports, studies, and record, ability to recommend (in writing) solutions and/or alternatives to problems, and develop and submit new ideas; ability to write employee performance appraisals; ability to be conversant using

principles and methods of effective and persuasive speaking, discussion, and debate;
ability to design and deliver training and presentations to a variety of audiences
including employees and citizens.

- o Understanding of the City's purchasing procedures.
- o Knowledge of the City's geography and water distribution system.
- o Understanding of the Illinois Vehicle Code and other local and state laws.

PHYSICAL REQUIREMENTS OF WORK:

Medium work; exerting up to 50 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects. Kneeling (bending legs at knee to come to a rest on knees); crouching (bending body downward and forward by bending legs and spine); reaching (extending hand(s) and arm(s) in any direction); crawling (moving about on hands and knees or hands and feet); fingering (picking, pinching, or otherwise working with fingers primarily – rather than with whole hand or arm as in handling); handling (seizing, holding, grasping, turning or otherwise working with hands); feeling (perceiving attributes of objects such as size, shape, temperature or texture by means of receptors in skin, particularly those of finger tips); climbing (ability to ascend or descend ladders, stairs, scaffolding, ramps, poles, and the like, using feet and legs and/or hands and arms); balancing (ability to maintain body equilibrium to prevent falling when walking, standing, crouching, or running on narrow, slippery, or erratically moving surfaces); stooping (ability to bend body downward and forward by bending waist); talking (expressing or exchanging ideas by means of the spoken word; talking is important for those activities in which workers must impart oral information to clients or to the public, and in those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly or quickly); hearing (perceiving the nature of sounds; hearing is important for those activities which require the ability to receive detailed information through oral communication, and to make fine discriminations in sound, such as when making fine adjustments on running engines); seeing with corrective vision if necessary (the ability to perceive the nature of objects by eye); far vision (clarity of vision at 20 feet or more); near vision (clarity of vision at 20 inches or less); depth perception (ability to judge distance and space relationships so as to see objects where and as they actually are, including safety to oneself and others); field of vision (observing an area that can be seen up and in a given point, when required to see a large area while keeping the eyes fixed); accommodation (adjustment of lens of eye to bring an object into sharp focus, especially important when doing near-point work at varying distances from the eye; and color-vision (ability to identify and distinguish colors).

Environmental Conditions: The worker is subject to both environmental conditions: activities occur both inside and outside; extreme heat with or without, temperature changes, temperature sufficiently high to cause marked bodily discomfort, wet and/or humid – wet, contact with water or other liquids, humid atmospheric conditions with moisture content sufficiently high to cause marked bodily discomfort. Exposure to noise and/or, either constant or intermittent, to cause marked distraction or possible hearing loss and/or sufficient vibration to cause bodily harm if endured day after day. Hazards: conditions or situations in which there is danger to life, health, or bodily injury. This category includes a variety of physical hazards, such as proximity to moving mechanical parts, electrical shock, working on scaffolding and high places, exposure to burns and radiant energy, exposure to all types of explosives, and exposure to toxic chemical and biological agents.

Equipment: Fire engines and trucks, ambulances, rescue equipment, self-contained breathing apparatus, boat, motorcycle, patrol car and wagon, pumpers, aerial ladder trucks, power and hand tools, smoke ejector, axe, chisel, crowbar, hoses, nozzles, alarms, call box, respirator, cameras, hydrants, radios, telephones equipment, ladders, maps, emergency vehicles, equipment and gear, protective clothing, pen, pencil, personal computer, ruler, blueprints, charts, contracts, diagrams,

directives, documents, forms, manuals, publications, reference books, schedules, technical equipment specifications.

SUPERVISION:

Under the general direction of the Deputy Fire Chief, work is performed independently within general guidelines and in a paramilitary structure. Guidance is provided via the City Code, union contracts, state and federal legislation and guidelines, National Fire Protection Association standards, departmental standard operating guidelines, City and departmental policies, rules and regulations, the policies and standard operating procedures of the St. Francis EMS System in Region X, and requirements of the Illinois Department of Public Health and generally accepted professional guidelines.

Work is evaluated through performance of the assigned functions, emergency responses, observation, reports, memos, work product, communication and discussion, and is formally evaluated at least annually for performance in these areas and with this classification standard. Much of the work is self-generated, working within the overall goals and objectives of the Department. The person will exercise considerable independent judgment and initiative within broad policy limitations. The employee usually decides the proper methods of accomplishing the goals and objectives of the work, and is responsible for completing the work in accordance with City policies and procedures.

PUBLIC CONTACT:

The employee has regular and frequent contact with departments, other City employees, elected officials, the general public, including vendors and contractors. Will have contact with employees from outside agencies.

SELECTION METHOD

Structured Oral Interview
Qualifications Assessment

TYPE OF ELIGIBILITY LIST

N/A

LIFE OF ELIGIBILITY LIST

N/A

To apply for this position, please apply online at www.cityofevanston.org on or before the closing date.

Chosen candidates will be required to provide proof of licenses, certifications, and education required for this position. Candidates will also be subject to qualifying pre-employment processes, including medical examination, drug/alcohol screen, employment verification, and criminal background check.

The City of Evanston is an equal opportunity employer and ensures against discrimination in employment on the basis of a person's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, housing status, or gender identity. The City of Evanston is also committed to accessibility for persons with disabilities. Any person needing mobility or communications access assistance should contact the Facilities Management Office at 847-866-2916 (voice) or 847-448-8052 (TTY).

APPENDIX N
SIDE LETTER OF AGREEMENT
MAINTENANCE OF SERVICE LEVELS

The City shall maintain the daily staffing levels of 26 bargaining unit personnel designated in Section 13.19(d). The 26 bargaining unit personnel shall be utilized for five (5) engine companies of three (3) personnel each, two (2) truck companies of three (3) personnel each, two (2) ambulance companies of two (2) personnel each, and one (1) Shift Chief in a command vehicle.

This side letter of agreement detailing the utilization of the 26 bargaining unit personnel shall expire (sunset) at 11:59 p.m. on the 31st day of December 2026, and the parties shall revert immediately to the provisions of the parties' collective bargaining agreement, including Section 13.19(d). The parties agree that the provisions within this side letter of agreement detailing the utilization of the 26 bargaining unit personnel and the effects of its application shall be considered non-precedential, shall not be considered to be the "status quo" in any future negotiation, and shall not be used by either party for any purpose whatsoever in any future interest arbitration involving the parties. Consistent with 5 ILCS 315/14(i), nothing herein shall constitute a waiver of either party's position as to whether or not equipment type or level is a permissive subject of bargaining.

Title	IAFF contract
File name	2023-2026 IAFF_COE CBA (FINAL).pdf
Document ID	60028d9c1d1e25749863612d82056e72dff07030
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

04 / 05 / 2023

14:49:50 UTC-5

Sent for signature to Nicholas Cummings (ncummings@cityofevanston.org) and Luke Stowe (lstowe@cityofevanston.org) from lthomas@cityofevanston.org
IP: 66.158.65.76



VIEWED

04 / 05 / 2023

14:58:25 UTC-5

Viewed by Nicholas Cummings (ncummings@cityofevanston.org)
IP: 73.50.97.132



SIGNED

04 / 05 / 2023

14:59:10 UTC-5

Signed by Nicholas Cummings (ncummings@cityofevanston.org)
IP: 73.50.97.132



VIEWED

04 / 06 / 2023

21:13:21 UTC-5

Viewed by Luke Stowe (lstowe@cityofevanston.org)
IP: 73.22.112.51



SIGNED

04 / 06 / 2023

21:13:39 UTC-5

Signed by Luke Stowe (lstowe@cityofevanston.org)
IP: 73.22.112.51



COMPLETED

04 / 06 / 2023

21:13:39 UTC-5

The document has been completed.