



AGREEMENT
between
THE CITY OF ZION
and
ZION PROFESSIONAL
FIREFIGHTERS ASSOCIATION
I.A.F.F. LOCAL 1999

May 1, 2024 through April 30, 2027

Executive Board

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AGREEMENT
between
City of Zion
and
Zion Professional Firefighters Association
I.A.F.F. Local 1999

PREAMBLE

THIS AGREEMENT entered into by the CITY OF ZION, ILLINOIS (hereinafter referred to as the "City" or the "Employer") and the ZION PROFESSIONAL FIRE FIGHTERS ASSOCIATION (hereinafter referred to as the "Association," has as its basic purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work, and conditions of employment applicable to bargaining unit employees. In consideration of the mutual promise, covenants, and Agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

Article I. RECOGNITION

Section 1.01 Recognition

The City recognizes the Association as the sole and exclusive collective bargaining representative for all full-time firefighter/paramedics, and lieutenant/paramedics, but excluding Battalion Chiefs, Deputy Chief, Fire Chief, and all other supervisory and non-supervisory employees of the Fire/Rescue Department and the City. The Association may seek and utilize such legal representatives, as it deems necessary and appropriate at its own cost.

Section 1.02 Probationary Period

The probationary period shall be as required by the rules set forth by the Police and Fire Commission. The probationary period may be extended as provided in Illinois statutes. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period. The probationary period refers to employment status only, and allows the employee to be credited and receive vacation and sick leave time prior to the completion of the probationary period. During the probationary period, an employee is entitled to all rights, privileges, or benefits under this Agreement, except that the City may suspend or discharge a probationary employee without cause and such action shall be final and the employee shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

Section 1.03 Fair Representation

The Association recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Association.

Section 1.04 Association Officers

For purposes of this Agreement, the term "Association Officers" shall refer to the Association President, Vice President, Treasurer, and Secretary. All formal notifications to the Association shall be addressed to Zion Professional Firefighters Association, P. O. Box 501, Zion, Illinois 60099. All formal notifications to the City shall be addressed to the City of Zion, 2828 Sheridan Road, Zion, Illinois 60099.

Section 1.05 Gender

Wherever the male gender is used in this Agreement, it shall be construed to include all genders equally.

Article II. NON-DISCRIMINATION

The City and Association agree not to discriminate in the administration of this Agreement against any employee on the basis of race, color, creed, sex, age, national origin, Association membership, or Association activity within the requirements and limitations of federal and state statutes.

Article III. UNION SECURITY AND RIGHTS

Section 3.01 Dues Check Off

While this Agreement is in effect, the City will deduct from every paycheck each month the uniform, regular monthly Association dues for each employee in the bargaining unit who has filed with the City a voluntary, effective check off authorization. If a conflict exists between the check off form and this Article, the terms of this Article and Agreement control. Dues shall be remitted to the Association by the 15th day of the month following deduction. An Association member desiring to revoke the dues check off may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract, in each year during the life of the contract. The Association may change the fixed uniform dollar amount, which will be considered the regular monthly fees once each year during the life of this Agreement. The Association will give the City thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

Section 3.02 Fair Share

In light of Janus v. AFSCME, fair share fees are no longer collected. So long as Janus remains binding authority, fair share fees will not be collected. However, should Janus be overruled, the parties will meet and bargain over the means and manner by which fair share fees will be collected.

Section 3.03 Association Indemnification

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

Section 3.04 Association Use of Bulletin Board

The City will provide a bulletin board for each station for the posting of official Association notices of a non-political, non-inflammatory nature. The Association will limit the posting of Association notices to such bulletin board.

Article IV. LABOR-MANAGEMENT CONFERENCES

Section 4.01 Meeting Request

The Association and the Employer agree that in the interest of efficient management and harmonious employee relations, at minimum quarterly meetings shall be held on mutually agreed upon dates between the Association Officers listed in Article I and responsible administrative representatives of the Employer. In the event that a meeting is canceled, both parties must make an effort to reschedule the meeting unless mutually agreed upon to not reschedule. Additional meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- Discussion on the implementation and general administration of this Agreement.
- A sharing of general information of interest to the parties.
- Notifying the Association of changes in conditions of employment contemplated by the Employer which may affect employees.
- Discussion of the introduction and/or implementation of substantial technological changes, which shall affect employees covered by this Agreement. The City shall provide full information of the plan, the nature and degree of the changes, the effective dates, and the locations involved.
- Discussion of health and safety matters and employee compliance with safety rules issued by the City, including facilities, apparatus, equipment, training inspections, accident and injury reports, and protective clothing.

Section 4.02 Content

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

Section 4.03 Attendance

Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes, except that if the parties agree to schedule a meeting during an employee's regular straight-time shift, the employee shall be compensated for time lost from the normal straight-time workday.

Article V. MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the city in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control, and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations and services shall be made or purchased; to make, alter, and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend, and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment, or facilities; to establish, implement, and maintain an effective internal control program; to determine the overall budget; and to carry out the mission of the City provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Article VI. SUBCONTRACTING

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the exercise of its best judgment.

Article VII. GRIEVANCE PROCEDURE

Section 7.01 Definition

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Association against the City involving an alleged violation of an expressed provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue

subject to the jurisdiction of the Police and Fire Commission shall not be considered a grievance under this Agreement.

Section 7.02 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within eight (8) calendar days of the occurrence of the event, giving rise to the grievance, or when grievance should have reasonably been aware of the occurrence giving rise to the grievance. A grievance shall be processed as follows:

STEP 1	Written Grievance to the Battalion Chief. By filing a written grievance with the Battalion Chief signed by the employee and one Association Officer on a form provided by the City setting forth the nature of the grievance and the contract provisions involved. After filing, the grievance will be discussed between the employee, accompanied by one Association Officer if the employee so desires, and the Battalion Chief. The Battalion Chief shall answer in writing within eight (8) calendar days of this discussion. Nothing in this Step shall prevent an employee or an Association Officer from discussing grievance with the Battalion Chief before actually filing a written grievance.
STEP 2	Appeal to Chief. If the grievance is not settled in Step 1, the Association may, within eight (8) calendar days following receipt of the Battalion Chief's answer, file a written appeal with the Fire Chief signed by one Association Officer involved. The Association Officers (or a majority thereof), an outside representative of the Association, if the Association deems appropriate, and the Chief will discuss the grievance at a mutually agreeable time. The Chief may have other persons present whom the Chief determines appropriate. If no agreement is reached in such discussion, the Chief will give his answer in writing within eight (8) calendar days of the discussion.
STEP 3	For Review by Commissioner of Public Health and Safety. If the answer of the Chief is not acceptable, the Association may, within fourteen (14) calendar days, submit a written explanation of its position to the Commissioner of Fire/Rescue. If the Commissioner declines to review the grievance (e.g., because he does not choose to become involved in a Department matter), the Commissioner shall not answer and the Association may appeal to arbitration. If the Commissioner elects to become involved, the Commissioner shall submit a written answer within fourteen (14) calendar days. If the Commissioner so elects, he/she and/or his/her designee(s) may meet with the Association Officers (or a majority thereof) accompanied by an outside Association representative, if appropriate, prior to submitting an answer.

Section 7.03 Arbitration

If the grievance is not settled in Step 3 and the Association wishes to appeal the grievance, the Association may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Commissioner's written answer or if the Commissioner elects not to answer within thirty (30) days after the fourteen (14) day period for the Commissioner to consider submitting an answer.

- a.) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators certified by the National Academy of Arbitrators. The panel of arbitrators will be composed of arbitrators from Illinois, Wisconsin, or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Each party will strike one name at a time, with the remaining person being the arbitrator. A coin flip will determine who strikes the first name.
- b.) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Association and City representatives.
- c.) The City and the Association shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Association retain the right to employ legal counsel.
- d.) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- e.) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- f.) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.04 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the City under law and applicable court decisions. Any decision or award of the arbitrator rendered within the

limitations of this Section 7.4 shall be final and binding upon the City, the Association, and the employees covered by this Agreement.

Section 7.05 Discipline and Discharge

Discipline and Appeal Options

The Employer agrees that non-probationary employees may be disciplined and discharged only for just cause. Where the Fire Chief or his designee believes just cause exists to institute disciplinary action against any such employee, he shall have the option to impose or seek the following penalties:

- (a) oral reprimand
- (b) written reprimand
- (c) suspension
- (d) demotion
- (e) discharge

Oral and written reprimands may be grieved but shall not be appealed past Step 3 of the grievance procedure or subject to arbitration under 5.3. If the Fire Chief or his designee decides to discipline or institute disciplinary action greater than a written reprimand against any such non-probationary employee, the following procedures shall apply:

1. Fire Chief's Authority to Discipline and to Suspend Pending Investigation and/or Hearing.

A. The Fire Chief or his designee shall have the following disciplinary authority:

(1) To suspend employees without pay as a disciplinary measure up to a maximum of eight (8) calendar days in accordance with 65 ILCS 5/102.1-17 and the Rules and Regulations of the Zion Board of Fire and Police Commissioners. Such disciplinary action shall be deemed final, subject only to an appeal of such discipline in accordance with the provisions of this Article.

(2) To file charges against employees seeking the penalties of a suspension without pay of more than eight (8) calendar days up to thirty (30) calendar days, demotion, or discharge.

B. The Fire Chief or his designee shall also have the authority to suspend an employee with or without pay pending investigation and/or pending a hearing regardless of which hearing option may be selected by the employee. If the employee is suspended without pay, nothing herein shall be construed to waive an employee's rights under the Supreme Court's decision in *Cleveland Board of Education v. Loudermill*, 470 U.S. 532 (1985).

C. If the Fire Chief or his designee decides to discipline an employee or to initiate discipline of an employee, he or his designee shall serve written notice of the charges and disciplinary penalty or proposed disciplinary penalty upon the employee involved. The following provisions shall be applicable when disciplinary action is taken or instituted by the Fire Chief:

(1) If the employee elects to have the disciplinary action or proposed disciplinary action heard by the Board of Fire and Police Commissioners, the employee's appeal shall be governed by 65 ILCS 5/10-2.1-17 and the Rules and Regulations of the Zion Board of Fire and Police Commissioners.

(2) If the employee elects (with the approval of the Union) to file a grievance as to the disciplinary action, the grievance shall be processed in accordance with Article VII of the agreement, except that it shall be filed at Step 3 of the procedure. Once the employee notifies the City of his decision to have the appeal heard through the grievance and arbitration procedure, the decision of the Fire Chief or his designee with respect to the disciplinary action shall be deemed final, subject to the review of said decision through the grievance and arbitration procedure.

2. Irrevocable Election of Appeal Procedure. Upon receipt of the notice, the employee may elect to appeal the disciplinary action (excluding, again, oral and written reprimands under either option) either to the City of Zion Board of Fire and Police Commissioners ("Board of Fire and Police Commissioners") or, with the approval of the Union, through the grievance and arbitration procedure set forth in Article VII of this Agreement. The employee shall notify the City of his election in writing within eight (8) calendar days of receiving the Fire Chief's written notice of discipline. It is agreed that the option to appeal either to the Board of Fire and Police Commissioners or through the grievance and arbitration procedure are mutually exclusive and that no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the Board of Fire and Police Commissioners, and that no relief shall be available under the Board of Fire and Police Commissioners' appeal process with respect to any matter which, at the employee's option (and with the Union's approval), is appealed to the grievance and arbitration procedure set forth in Article V of this Agreement.

3. Board of Fire and Police Commissioners Option. If the employee notifies the City of his decision to have the appeal heard before the Board of Fire and Police Commissioners, the procedures set forth in 65 ILCS 5/10-2.1-17 shall be applicable except as modified by this Article. Where the Fire Chief believes there is just cause to demote or discharge an employee, he shall not file formal charges with the Board of Fire and Police Commissioners until the employee has notified the City in writing of his irrevocable option to have the appeal heard before the Board of Fire and Police Commissioners within the eight (8) calendar day period specified above. If the Board of Fire and Police Commissioners determines there is or is not just cause for discipline, it retains the disciplinary and remedial authority, whichever is applicable, set forth in its Rules and Regulations, and 65 ILCS 5/10-2.1-17.

4. Grievance and Arbitration Option. If the employee notifies the City of his decision to have the appeal heard through the grievance and arbitration procedure, the grievance shall be filed at Step Three. Any appeal to the grievance and arbitration of discipline shall be signed by the Union President or his designee and shall also contain a signed statement from the affected employee waiving any and all rights he may have to appeal the discipline to the Board of Fire and Police Commissioners. Any disciplinary grievance filed without the required signed waiver shall not be arbitral and the arbitrator shall be without jurisdiction to consider or rule upon it. If the arbitrator determines that the disciplinary action is not supported by just cause the arbitrator shall have the authority to rescind or to modify the action and order that the employee be made whole for any losses incurred as a result of disciplinary action, or portion thereof, that is not sustained by the arbitrator.

5. Finality of Decision and Judicial Review. The decision of an arbitrator or the Board of Fire and Police Commissioners, whichever is applicable, with respect to any such disciplinary action shall be final and binding on the employee, the Union, and the City, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option elected, i.e.:

(a) Board of Fire and Police Commissioners option: Any appeal of a Board of Fire and Police Commissioners decision shall be in accordance with the provisions of the Administrative Review Act as provided by the Board of Fire and Police Commissioners Act, Illinois Revised Statutes, 65 ILCS 5/10-2. I-17.

(b) Arbitration option: Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA, Illinois Revised Statutes, 5 ILCS 315/8. Pursuant to Article VII, Section 6, of the Illinois Constitution of 1970 and Section 15 of the IPLRA, the foregoing provisions with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be applicable under either Illinois Revised Statutes, 65 ILCS 5/10-2. I-17, or the Rules and Regulations of the City of Zion Board of Fire and Police Commissioners.

Section 7.06 Notice of Discipline

No non-probationary employee shall be subject to discipline or discharge without just cause. Before taking final action to suspend a non-probationary employee for eight (8) days or less without pay and before filing formal charges with the Board of Fire and Police Commissioners requesting that a non-probationary employee be suspended for more eight (8) days or terminated, the Fire Chief shall inform the non-probationary employee of the basis for the intended disciplinary action and give the non-probationary employee an opportunity to respond.

Section 7.07 Firefighter Disciplinary Act

The City agrees to abide by the requirements of the Firefighter Disciplinary Act, as it may from time to time be amended; provided, however, an alleged violation thereof shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 7.08 Personnel File

The City and Fire Department agree that certain employee corrections such as verbal reprimands, citizen complaints, and any other “minor” offenses will not go into the employees permanent file. Minor offenses and whether or not these offenses will be expunged on a yearly basis from the department's files shall be determined by the Fire Chief. If two or more of similar reprimands happen within 1 year both shall stay in the department file until the latest offense lapses 1 full year.

Article VIII. NO STRIKE-NO LOCKOUT

Section 8.01 No Strike

Neither the Association nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing, or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Each employee who holds the position of officer of the Association occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Association agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 8.02 No Lockout

The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Association.

Section 8.03 Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 8.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of

such right in any other instance nor is it a precedent. Both parties in this Agreement shall recognize and abide by the Illinois Fireman's Disciplinary Act (50 ILCS 745/).

Section 8.04 Judicial Restraint

Nothing contained herein shall preclude the City or the Association from obtaining judicial restraint and damages in the event the other party violates this Article.

Article IX. HOURS OF WORK AND OVERTIME

Section 9.01 Application of Article

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

Section 9.02 Normal Workweek and Workday

All bargaining unit members shall work an average of 45.80 hours per week consisting of one (1) twenty-four (24) hour shift on duty and three (3) twenty-four-hour days off duty. Annually, members shall work on average 2382 hours, which includes 192 debit hours (8 debit days) worked in excess of the 24/72 rotation stated above. Notwithstanding any other provision of the CBA, all hours worked over a normal shift day, trade day, or scheduled debit day, shall be paid to the affected bargaining unit member at the overtime rate of pay. All benefit time and sick time shall be counted as hours worked for overtime purposes.

Section 9.03 Debit Days

(a) A "Debit Day" is defined as an additional twenty-four (24) hour shift of duty for a full-time firefighter above their regular 24/72-hour rotation. Officers working a Debit Day will function in the rank of Battalion Chief or Lieutenant, depending on staffing. Officers will fill the vacancies incurred by Officers using benefit time. Employees shall work (8) Debit Days per year. These debit days shall be fully tradeable between bargaining unit members – upon approval of the Fire Chief or Battalion Chief and it does not negatively impact department operations. All new hire members who are part of the bargaining unit hired after the start of the fiscal year shall have their Debit Days determined by the number of weeks remaining in the fiscal year divided by 6. Debit Days shall be picked after all shifts have scheduled their Vacation and Bonus Days. The Debit Days shall be picked in groups of four (4) by order of seniority.

(b) Bargaining unit members may use benefit time on a scheduled Debit Day. If the bargaining unit member chooses, they may move their Debit Day to an open Debit Day slot in lieu of using benefit time. The shift commander must approve moving the Debit Day and make the changes to the Department schedule.

(c) Local 1999 shall be responsible for scheduling the Debit Days. It is acknowledged that Battalion Chiefs shall pick first, as a separate group to cover their own days off. The bargaining unit shall then pick their Debit Days. Bargaining Unit Debit Days shall be scheduled to cover Bargaining Unit member Vacation and Bonus Days. If the total number of Bargaining Unit Debit Days to be schedule exceeds the total number of Vacation and Bonus Days to be scheduled, Debit Days may be placed on days in which a Battalion Chief is off on Benefit Time and not already covered by a Battalion Chief Debit Day. The Fire Chief shall also have discretion to approve Debit Day placements on a case-by-case basis as potential unforeseen circumstances arise.

Section 9.04 Workweek Calculation/Rate of Pay

Based on a four (4) year average of 365.25 days per year, each employee will average 42.1077 hours per week with an average total of 2189.60 hours per year. The eight (8) debit days shall add to this total.

2189.60 hours per year

192 hours debit

2381.6 total hours per year

The new total hours will be divided into the annual salaries as stated in Appendix A to determine the rate of pay associated with each salary. This rate of pay will be used to calculate the overtime rate of pay that will be used for paying employees who work additional hours outside their normal shift schedule. Agreed upon shift trades, as described in Section 17.3, do not qualify for overtime pay.

Section 9.05 Overtime Work

The Fire Chief or his designee(s) shall have the right to require overtime work and employees may not refuse overtime assignments. Whenever practicable, overtime will be scheduled on a voluntary basis, except for emergency situations, or except where qualified volunteers are not readily available. It is the objective of the City to keep mandatory overtime scheduling at a minimum consistent with the need of the City to provide proper fire/rescue protection. Employees who are on vacation or holiday will not normally be ordered to work overtime unless required to meet department needs. Any such overtime offered shall not be credited as refused on the overtime roster. The term vacation or holiday in the preceding sentence shall mean the day normally scheduled for work and those off days preceding and following the regularly scheduled work day.

Section 9.06 No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement except for emergency callout or approved training.

Section 9.07 Holiday Work and Callout

- a. Employees shall be paid two (2) times their regular straight time rate of pay for all hours worked when the employee is forced in to work, during off-duty time, on Memorial Day, July 4 (Independence Day), Labor Day (Monday), Thanksgiving, Christmas Day, or New Year's Day. This Section applies to the actual holiday. This Section does not apply when an employee volunteers to work on said holiday. Overtime under this Section shall be paid each payday.
- b. Employees shall be paid two (2) times their regular straight time rate of pay for all hours worked when an employee is forced back for duty for an emergency callout (not hire-back) on the following days: New Year's Day, Martin Luther King Jr. Day (Monday), Good Friday, Easter Sunday, Memorial Day, July 4, Labor Day (Monday), Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day.
- c. In lieu of time off, a member who works the holiday shall receive \$500 for working Easter, Christmas Eve, Christmas, Thanksgiving and New Year's Eve. For all other designated City holidays, a bargaining unit member working that day shall receive \$250. Any member working a partial shift shall receive the pro-rata amount for the time they worked on that holiday of the above amounts.

Section 9.08 Modified Work Assignment/Light Duty

Both parties agree that there shall not be any modified work assignments/light duty for any bargaining unit members for a work related injury or illness. A work related injury or illness is an employee's injury or illness classified as an on-duty injury or illness as defined by the Illinois Workers Compensation Act or the Occupational Diseases Act. If the employee suffers an on-duty injury/illness, and is released by a physician with work restrictions, modified work shall not be assigned, unless the City's Workers Compensation insurance carrier requires light duty. In this instance, this section shall be re-opened for negotiations immediately

Section 9.09 Overtime Bank Program

Employees shall declare how they wish to receive their compensation for overtime worked at the start of their scheduled overtime hours. All overtime hours worked must be documented on the Overtime/Bank time form. For example if an employee works eight hours of overtime they would have several options as to their compensation. They may choose to have all eight hours paid as overtime on their paycheck, they may choose to convert the eight hours of overtime into

12 hours of straight time in their "Bank", or they may do a combination of the two. The Bank-time will be calculated and stored on the Bank-time spreadsheet.

The rules of the program are as follows:

1. Bank-time can be used for any reason so long as the employee has available time to use.
2. All Bank-time must be used in twelve (12) hour increments.
3. Bank-time never expires.
4. Any overtime worked needs to be documented on the Overtime/Bank-time form.
5. Bank-time used for time off that causes overtime will be withdrawn from the employees bank at 1.5 times the number of hours used ie: 8 hours used causing overtime will cost the employee 12 hours from their bank.
6. Bank-time used for time off that does not cause overtime will be withdrawn from the employees bank at equal the number of hours used.
7. Bank-time requests that cause overtime for city holidays as stated in section 9.7a, and also including Christmas Eve and New Year's Eve, will not be approved unless coverage is accepted without forcing someone in. These requests shall be made three (3) calendar days in advance unless approved by the Fire Chief or his designee.
8. In the event that someone calls in sick or goes on work comp after a bank day has been approved and scheduled that did not cause overtime, the bank day will not be converted to the overtime value. If the person using bank-time does not cause the overtime they will not be responsible for withdrawing their bank time at the overtime rate.
9. Bank-time may be approved at any time prior to the needed time if the employee has sufficient bank-time available to use as long and it does not cause a force back as stated in 9.9.7.
10. The maximum number of hours that can be banked at any one time is 72 straight time hours.

Section 9.10 Educational Opportunities

The City shall make every effort to ensure that educational and training classes are budgeted for and are as evenly distributed as possible so that employees are able to maintain their job skills and career advancement opportunities. Training and educational coverage and/or reimbursement is categorized into three tiers.

Tier 1: Mandatory Duty Related Classes or Training

The City shall pay the enrollment fee, travel, and lodging expense (as necessary). Time in mandatory classes or training during the employee's regular duty hours shall be paid as part of the employee's regular pay. Mandatory training or class time during the employee's non-duty hours will be paid at one and one-half times the employee's regular hourly rate. Mandatory classes or training shall refer to those which are required to maintain certifications for regular and/or special team duty as required by the City or those which are deemed necessary by the Fire Chief and/or department policy. Employees completing Emergency Medical Technician Paramedic Continuing Education (CE) shall not be eligible for overtime without the authorization of the Fire Chief or his designee if other opportunities exist to complete the mandatory training while on-duty. NOTE: A sworn employee hired without either Basic Ops Firefighter will be generally be placed on an administrative schedule until proper training is completed in an effort to eliminate the need for overtime pay.

Tier 2: Preferred Non-Mandatory Training

If a class or training is approved in the department budget and approved by the Fire Chief or his designee, but is not required by City/department policy or the L1999 CBA, the City shall normally pay the enrollment fee, travel and lodging expenses (as necessary). There will be no requirement for personnel to trade time or schedule benefit time in order to attend Tier 2 training, and overtime pay during off-duty hours shall not be expected.

Examples of Tier 2 training opportunities include, but are not limited to:

Advanced Technician Firefighter

Fire Service Instructor 1

Fire Service Instructor 2

Basic Company Officer

Advanced Fire Officer

Fire Prevention Officer

Juvenile Fire Setters Intervention Specialist

Public Fire and Safety Educator

Vehicle Machinery Operations

Water Operations

Illinois Fire Chief Sponsored Class

Illinois Fire Service Institute Sponsored Class

Tier 3: Other Non-Mandatory Training

Classes or training not covered in Tiers 1 and 2 and approved in the department budget and by the Fire Chief or his designee shall be eligible shall be for payment of the enrollment fee, travel, and lodging expenses (as necessary).

Article X. VACATIONS

Section 10.01 Paid Vacations

Employees who, as of their anniversary date each year, attain the years of continuous service with the Fire/Rescue Department as indicated in the following table shall receive vacation with pay as follows: Vacations days shall be credited at the start of the fiscal year and placed on the time-off calendar of the fiscal year that the vacation days are obtained.

<u>Continuous Service</u>	<u>Vacation (24 hour days)</u>
Less than one year complete	Three (3) 72 hours
Start of second year to four years complete	Six (6) 144 hours
Start of fifth year to six years complete	Seven (7) 168 hours
Start of seven year to nine years complete	Eight (8) 192 hours
Start of ten year through eleven years complete	Eleven (11) 264 hours
Start of twelve through 14 years complete	Twelve (12) 288 hours
Start of 15 year through career	Thirteen (13) 312 hours

Section 10.02 Vacation Pay

A day's vacation pay shall be calculated on the basis of 24 hours at the employee's regular straight-time rate at the time the vacation is taken.

Section 10.03 Vacation Scheduling

It is understood that employees earn vacation time on their anniversary date with the Fire/Rescue Department. Based on department operations, employees need to schedule all of

their vacation for the upcoming Fiscal Year by March 31st of the prior Fiscal Year. Members will choose their vacations based on their anticipated time earned as of April 30th of the Fiscal Year being scheduled for. For example, if a member starts his tenth year in June of 2021, he shall have ten (10) vacation days to use in fiscal year 2021. The vacation scheduling process shall be the same for all shift personnel. There shall be no accumulation of vacation/bonus time from year-to-year, unless the employee is prevented from using vacation/bonus time at the request of the Fire/Rescue Department. Scheduling will be conducted for each shift in order of seniority, with the selection order of vacation first and, Tier I bonus second. Vacation days will be picked by seniority of hire, in rounds of four (4) vacation days each, from highest seniority to lowest, until all vacation days are completed. Following vacation days, bonus days accrued by members shall be picked in the same order of seniority. Probationary members, during their first year, shall pick one vacation day after 3 months, 6 months, and 9 months of full employment. The Fire Chief, or their designee, shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time, taking into account the needs of the Fire/Rescue Department, employee advance requests, and employee seniority. Vacation may not be taken in increments of less than one full day. Vacations, which are scheduled, may not be changed except with approval of the Fire Chief, or their designee, and only for extenuating circumstances. If an employee has any vacation or Tier I vacation days to be re-scheduled in the following fiscal year calendar, that employee may place those days on the calendar after all employees have placed all of their time off on the calendar for the following fiscal year calendar.

Article XI. SICK LEAVE

Section 11.01 Purpose

Sick leave with pay is a privilege to be used for the employee's own personal illness or personal disability, or for medical testing or procedures. New employees may start utilizing sick time once they have accrued any time. Taking unjustified sick leave may be subject to disciplinary action.

Section 11.02 Days Earned

Employees shall earn sick leave pay at the rate of 12 hours for each full month of continuous employment up to a total of 144 hours for a continuous work year. The maximum sick leave accrual is 2880 hours. Sick leave shall be credited at the end of each month.

Section 11.03 Accrued Sick Leave

An employee will receive one day's pay for each day of accrued sick leave, which is used according to Section 11.01. Sick leave must be used in four (4) hour increments and to be eligible, the employee must give as much advance notice as possible. An employee may use the sick leave in four (4) hour increments at any time during the scheduled shift, with the consent of the Fire Chief or his designee. In order to be eligible for two or more consecutive days of sick

leave, the employee must supply a doctor's certificate, which the Fire Chief or his designee determines is satisfactory medical justification, except that the Fire Chief or his designee may request a doctor's certificate for a shorter absence if the Fire Chief or his designee determines this step is warranted.

Section 11.04 Bonus Program

After a bargaining unit member has accumulated thirty (30) days of sick time, the member shall receive (1) one bonus day/shift to be picked when vacation days are picked for the year. After a bargaining unit member has accumulated sixty (60) days of sick time, the member shall receive (2) two bonus days/shifts to be picked when vacation days are picked for the year in Section 9.14.

Section 11.05 Personal Time

Employees shall be allowed to schedule up to 48 hours of personal time each fiscal year. Personal time shall be used in four (4) hour increments and can be used any time during their shift. Employees shall be allowed to use their personal time for any reason they deem appropriate.

Article XII. LAYOFF AND RECALL

Section 12.01 Layoff

The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in reverse seniority order, except that civilian employees in a classification covered by this Agreement shall be laid off prior to sworn employees in that classification, if the employees to be retained are fully qualified to perform the needed work. Except in an emergency, no layoff will occur without at least thirty (30) calendar day's notification to the Association. The City agrees to consult the Association, upon request, and afford the Association an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 12.02 Recall

Employees who are laid off shall be placed on a recall list for a period equal to the employee's seniority up to two years, at which point seniority and the employment relationship will terminate. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail, with a copy to the Association, provided that the employee must notify the

Fire Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Article XIII. WAGES AND OTHER BENEFITS

Section 13.01 Wages

Wage rates for May 1, 2024 through April 30, 2027 shall be found in Appendix A. The union agrees to the following terms for wage increases for the duration of this contract. The wage increase shall be 3.5% for fiscal year 2024-2025, 3% for fiscal years 2025-2026, and 3% for fiscal years 2026-2027 starting at the beginning of each. Any employee affected by changes made to the pay scale shall be grandfathered to the past contract's step date until the next step is achieved.

Section 13.02 Pay Day

Employees will be paid every two weeks.

Section 13.03 Longevity Pay

Eligible employees shall receive annual lump sum longevity pay on or about their anniversary date of employment as follows:

<u>Years of Service as of Anniversary</u>	<u>Longevity Pay</u>
10 years through 12 years	\$650
13 years through 17 years	\$1000
18 years through 19 years	\$1300
20 years or more	\$1750

Section 13.04 Acting Rank

Employees directed by the Fire Chief or his designee to serve in a higher acting rank for four (4) or more consecutive hours during a work shift shall receive the pay of that higher rank for each hour served in the higher rank. Except for possible emergency or other extenuating circumstances, the assignment will be made to the firefighter or lieutenant, as the case may be, who is highest on the promotion list and who is on duty and assigned to that shift at the time, unless otherwise designated by the Fire Chief or his designee. When daily staffing allows for two commissioned officers or a commissioned officer and an acting lieutenant to be on duty, the position for Firefighter-In-Charge (F.I.C.) will be assigned according to department policy. Staff serving as the F.I.C. for four (4) or more hours in a shift will receive a stipend of \$2.50 per hour worked in the role.

General Guidelines

1. Acting officers shall have the authority of the position in which they are acting, be charged with the knowledge and responsibilities of the position, and be held accountable for carrying out the duties of the rank or position in which they are acting. In addition, acting officers shall be granted all the rights to the position in which they are acting or filling.
2. No acting officer shall alter or cancel the orders of the shift commander without the specific authority of a superior officer.
3. An officer of higher rank will take precedence in command at fires over fill-in or acting officers unless otherwise directed by the superior officer.
4. Acting rank will occur when it is necessary for personnel to temporarily serve in a position of the next higher rank for four (4) or more consecutive hours during a work shift.
5. Firefighters acting in the role of Lieutenant will hold a minimum provisional Fire Officer I or Company Fire Officer and Lieutenants acting in the role of Battalion Chief will hold a minimum provisional Fire Officer II or Advanced Fire Officer.

Order of Coverage for Acting Shift Commander

1. To the lieutenant permanently assigned to the shift and to station one as long as they are on the battalion chief promotional list.
2. If the permanently assigned shift lieutenant on duty at station one is not on the battalion chief promotional list, the lieutenant permanently assigned to the shift and on the battalion chief promotional list will assume the acting role.
3. If no lieutenant permanently assigned to the shift is on the battalion chief promotional list, the lieutenant assigned to station one shall assume the acting battalion chief role. If there is

no lieutenant assigned to station one for the shift, the lieutenant permanently assigned to the shift and working will assume the acting role.

4. If a lieutenant assigned to the shift is not on the battalion chief promotional list, the lieutenant on overtime or shift trade, if on the list, shall assume the acting role, otherwise the lieutenant assigned to the shift will assume the role.

5. Personnel do not have the right to refuse.

Order of Coverage for Acting Lieutenant

1. To the firefighter paramedic who is on the lieutenant promotional list and assigned permanently to the shift requiring an acting rank.

2. To the firefighter paramedic on the lieutenant promotional list that is on overtime or working a shift trade.

3. If no firefighter paramedic working the shift is on the lieutenant promotional list, the shift commander shall fill the acting role with the firefighter paramedic permanently assigned to the shift that holds the highest seniority and holds at minimum, provisional Fire Officer I or Company Fire Officer.

4. If no firefighter paramedic with a minimum provisional Fire Officer I or Company Officer is available, the shift commander will assign the acting role to the firefighter paramedic working that holds the highest seniority with the department.

5. Personnel do not have the right to refuse.

Section 13.05 Rest Periods

Employees will receive two 15-minute rest periods per shift, as scheduled by the City, unless not allowed because of an emergency. Employees must remain at work until the beginning of the rest period and resume work immediately at the end of the rest period.

Section 13.06 Uniforms

Employees shall be supplied uniforms and protective equipment, which the Fire Chief determines appropriate, including one pair of safety shoes, as needed on an annual basis. Employees are required to maintain their uniforms in a professional fashion at all times. If uniform items are damaged during the course of an employee's duty (as distinguished from normal wear and tear), the employee shall be reimbursed for the loss suffered, subject to discretion of and approval by the Fire Chief. This also applies to civilian clothing, watches, eyeglasses, or other items approved by the Fire Chief, if required to be worn during the course of duty. Employees have the option to wear shorts while on duty as long as they are worn between May 1 – September 30, or when forecasted high for the day is above 75° F.

Section 13.07 Deferred Compensation Plan

The City will make payroll deductions for employees who wish to contribute money to any deferred compensation program approved to participate in the City. The City has no obligation for the Program except to make payroll deductions.

Section 13.08 Tuition Refund Program

The City will reimburse employees for fifty percent (50%) of tuition, books, and fees for classes required in the pursuit of an Associate Degree in Fire Science. This reimbursement shall include, but not be limited to, any certificate classes offered by the Office of the Illinois State Fire Marshal. The employee must maintain a grade of "C" or better, or pass an end of course exam and receive a certificate of completion to receive this benefit.

For any classes taken in pursuit of a job-related Bachelor's Degree in Fire Science or a job-related Master's Degree, as approved by the Fire Chief, the City will reimburse the employee twenty-five (25%) of tuition, books, and fees. The employee must maintain a grade of "C" or better or pass an end of course exam and receive a certificate of completion to receive this benefit.

The maximum annual expenditure for schooling shall not exceed \$4,000 for the department.

Section 13.09 Bilingual Stipend Pay

Eligible employees who are fluent in Spanish, Polish, and Arabic shall receive an annual stipend of five-hundred dollars (\$500.00) to be paid on or about December 1st of each year. In order to be eligible for this stipend, the employee must complete a language proficiency exam to be administered by the City and to be paid for by the City. Whenever possible, this proficiency exam shall be administered during work time. Additionally, the employee must be available to provide translation for the Department upon request.

Section 13.10 Employees Who Leave Employment of the City

Employees covered by this Agreement who leave the employment of the City for reasons other than disability, retirement, or death within two years of receiving City-paid training or tuition reimbursement, including EMT or Academy training, or training under the tuition refund program, shall be obligated to reimburse the City for all of the City's direct costs associated with such training. These direct costs shall include the tuition, books, and fees associated with training, as well as any expenses the City incurred on the employee's behalf during such training program. The employee, through his or her bargaining representative, hereby authorizes the City to make appropriate deductions from the employee's final check to satisfy obligations under this Section.

Article XIV. LEAVES OF ABSENCE

Section 14.01 Unpaid Discretionary Leave

The City may grant an unpaid leave of absence under this Article to any bargaining unit employee where the City determines there is good and sufficient reason. The City shall set the terms and conditions of the leave.

Section 14.02 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Fire Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 14.03 Military Leave

Military leave shall be granted in accordance with applicable law and this leave shall not be charged against vacation or sick leave and the employee will be compensated by the City for the difference between his military compensation and his normal monthly salary, less normal payroll deductions, for up to two (2) weeks per year if required by law.

Section 14.04 Funeral Leave

In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, adopted children, grandchildren, parents, parents of spouse and step-parents, brother, sister, brother-in-law, sister-in-law, and employee's and spouse's grandparents), an employee shall be granted one workday as funeral leave. An employee, if requested, may be required to provide satisfactory evidence of the death of a member of the immediate family. In the event of the death of an employee's spouse or child, the employee may use one accrued sick leave day in addition to one day of funeral leave.

Section 14.05 Leave for Illness, Injury, or Pregnancy

(a) In the event an employee is unable to work by reason of illness, or injury (including those compensable under worker's compensation), or pregnancy, the City may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work, except that for a work-related injury compensable under worker's compensation, an employee shall accrue seniority for the duration of the leave.

(b) To qualify for such leave, the employee must report the illness, injury, or inability to work because of pregnancy. As soon as the illness, injury, or the inability to work due to

pregnancy is known, the employee shall furnish to the Fire Chief or his designee a physician's written statement. This written statement shows the nature of the illness, injury, or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctors at reasonable intervals set by the City.

(c) Before returning from leave of absence for injury, illness, or pregnancy, or during such leave, the employee at the discretion of the City may be required to have a physical examination by a doctor designated by the City to determine the employee's capacity to perform work assigned. A leave of absence for illness, non-job-related injury or pregnancy will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.

Section 14.06 Benefits While on Leave

(a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return, the City will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his job according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

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

(c) During the approved leave or layoff under this agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the City.

Section 14.07 Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the City.

Article XV. INSURANCE

Section 15.01 Hospital, Medical, and Dental Insurance

(a) The City shall continue to make available to employees covered by this Agreement and their dependents substantially similar group hospital and medical insurance (including major medical insurance) and group dental plan as existed prior to the signing of this Agreement, with dental plan lifetime maximum per person orthodontia coverage of \$4,000. The City retains the right to elect a different insurance carrier or self-insure, so long as the benefits provided by such insurance continue substantially unchanged. If mutually agreed upon by both parties, insurance may be provided through other outside agencies such as The Associated Firefighters of Illinois (AFFI) or the International Association of Firefighters (IAFF). Discussions about insurance plans and plan changes may be discussed at any time so long as both parties agree or at any regularly scheduled Insurance Committee meeting. Any changes to such plans must be agreed on by both parties.

(b) The group hospital and medical insurance plan (employees and dependents) shall provide for the following per the City's health care program:

Deductible	\$500 per person
Family Deductible	2 individual deductibles
Individual Out-of-Pocket Limit	\$1,000.00
Family Out-of-Pocket Limit	2 individual out-of-pocket expense limits
Benefit Payment Level	90% of eligible charge or usual and customary fee in-network and 70% of eligible charge for out-of-network use.

These coverage levels may be different if a mutually agreed upon plan is in place that is being provided by another outside agency such as the AFFI or the IAFF.

The following are part of the medical plan:

(1) Benefit payment level for the first \$5,000 of covered expenses shall be payable on a 90%/10% co-insurance basis and thereafter the plan will pay 100% of covered charges, up to the maximum benefits set forth in the plan for in-network use only and 70%/30% of the same charges for out-of-network use.

(2) The prescription drug card will be \$10.00 for generic prescriptions and \$35.00 for name brand prescriptions.

(3) The City will follow a “buy out” plan whereby an employee who elects not to have City of Zion insurance coverage, because that employee is covered elsewhere under a group insurance plan, shall receive a payment from the City equivalent to 25% of the City’s premium cost; employees who elect the opt-out plan must sign a statement stating that return to City insurance is only permitted under special circumstances (e.g., divorce, death of spouse, or loss of spouse’s insurance) and evidence of insurability; opt-out payments to be made annually at the end of the calendar year and shall be based on 25% of retiree insurance premium amount, either single or family. An employee who works only a portion of the year shall receive a pro-rata payment. Buyout payments shall be separate checks. Buy outs shall be based on the least expensive plan premium offered to the bargaining unit.

(4) HSA Funding – If an HSA plan is available, the City agrees to fund 80% of the out of pocket maximum into each member’s individual HSA bank account on or before the start of the plan’s yearly cycle. This will not be prorated based on employee start date.

(5) HSA Enrollment – If an HSA plan is available, enrollment into the HSA may only be done during open enrollment for the start of the yearly cycle of the plan unless it is financially beneficial to both parties. In the event that it is not financially beneficial to both parties, then the employee must enroll in a different available plan or choose to opt-out.

(6) If an HSA plan is available, employees shall be allowed to add additional funds to their individual HSA account through payroll deduction based on IRS rules.

(7) HSA Eligibility – If an HSA plan is available, retirees shall not be eligible for funding from the City unless it is financially beneficial to both parties.

(8) Cost Containment – If an HSA plan is available and an active employee chooses a plan other than the HSA, the employee shall be responsible for the difference in premium from the HSA and the plan they have chosen. This will not apply to new employees that are not eligible to enroll in the HSA due to their hire date.

Section 15.02 Cost

Employee contributions to the group medical plan shall be as follows: Employees shall pay 10% of the cost of the monthly health insurance premium. Upon annual renewal on May 1st, the employee contribution shall not increase by more than 7.5% over the previous year employee contribution. The City shall pay all costs of the group medical over and above the employee contributions. The City shall provide written documentation of the new year’s insurance rates to be entered into the contract in a reasonable timeframe.

Section 15.03 Section 125 Plan

The City will continue to maintain a comprehensive Section 125 Plan for employee medical contributions, deductibles, employee co-pay, and any other benefits which are appropriate for a

comprehensive Section 125 Plan to be administered by an outside administrator paid for by the City (Dependent Care Coverage: \$5,000 annual maximum; Medical Account: \$2,000 annual maximum). The rules and provisions of the Section 125 Plan entered into between the City and the Administrator shall be controlling. Employees who elect to participate in the Plan may change their participation level annually on any January 1. Employees participating in an available HSA plan may not be eligible to utilize the 125 plan based on IRS rules. Any restrictions on the use of the 125 plan shall be provided at the time of open enrollment.

Section 15.04 Group Life Insurance

Employees (not dependents) shall be provided with a minimum of \$50,000 group term life insurance paid for by the City.

Section 15.05 Retiree Insurance

Employees who are age 50, have 20 years of continuous service at time of leaving City employment, or who are on disability, and who retire and are eligible to receive a pension from the Illinois Fire Pension Fund shall be eligible to elect single, single + one, and/or dependent coverage under the City's hospital-medical-major medical insurance program (but not life or dental) by paying the full premium amount, which may increase from time-to-time. Coverage must be continuous from the date of leaving the City's active employ and ends if the employee is eligible for Medicare. The premium must be deducted from the retiree's pension check or paid quarterly in advance. Retirees shall be allowed to choose from other available plans that are being provided by other outside agencies such as the AFFI and the IAFF.

Section 15.06 Cost Containment

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

Section 15.07 Inoculation

If not covered by the insurance program, the City will pay for needed inoculation or immunization for an employee and family members if the employee is exposed to contagious disease in the line of duty.

Section 15.08 Retiree Medical Insurance

(a) An employee who retires on or after May 1, 2000 at or after age 50 with 20 years or more of credited service under the Illinois Firemen's Pension Fund and who elects to continue group medical insurance coverage, without any break in insurance coverage, shall receive the benefit set forth in subsection (b) of this Section, beginning on the date of the employee's retirement and continuing until the date at which the employee is eligible for Medicare coverage, unless the retiree earlier terminates the coverage provided of by this subsection.

If a retiree elects the benefit set forth in this subsection, the retiree agrees to pay the balance of the applicable medical insurance premium, which balance may increase or decrease from time-to-time.

(a) An employee eligible for the retiree medical benefit provided for in this section shall receive the following benefit payment:

Continuing Coverage			
	Under COBRA	Age 50	Age 55
Single	---	\$133.33 per month	\$200.00 per month
Single + One	\$284.91	\$450.91 per month*	\$534.91 per month*
Family	---	\$200.00 per month	\$300.00 per month
* Single + One benefit is family coverage cost less this retiree medical benefit payment.			

(b) Benefits for eligible retirees between the ages of 50 and 55 will be prorated accordingly. The benefit set forth in this subsection shall not exceed the amount of the insurance premium and shall not be paid directly to the employee, but rather shall be credited for the employee's benefit with the insurance carrier and/or program selected by the City.

Section 15.09 Insurance Committee

The City and the Union agree to create, and maintain, an insurance committee to evaluate and research all health, dental, and life insurance options for the fire department. The committee agrees to meet quarterly at a minimum unless mutually agreed upon by both sides. In the event that changes are possible to benefit either side, then there shall be a re-opening of the contract to discuss the aforementioned types of insurance only.

Article XVI. GENERAL

Section 16.01 Health and Safety

The City will make reasonable provision for the safety and health of employees during their hours of employment. The employees will abide by the health and safety rules of the City. There shall be one Association representative to serve on the City's Safety Committee.

Section 16.02 Police and Fire Commission

The parties recognize that the Police and Fire Commission has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter, and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Police and Fire Commission. Promotions shall be made in accordance with the most current set of Rules and Regulations of the Board of Fire and Police Commissioners, City of Zion, State of Illinois. Promotions at minimum will follow the Fire Department Promotion Act (50 ILCS 742/) and Article XVIII in this Agreement.

Section 16.03 Shift Trades

Employees shall have the right to exchange shifts if there is no interference with the operation of the Fire/Rescue Department, so long as advance request is made, and approval is obtained from the Fire Chief or his designee. It is understood that if excessive requests are made, the Fire Chief has the authority to deny trades, which shall not be unreasonably denied. Employees needing to utilize sick time or who are off work due to workman's comp and are unable to work the agreed upon shift trade, shall follow the lost time while on a trade shift policy.

Section 16.04 Health and Safety Committee

There shall be a Health and Safety Committee comprised of two representatives appointed by the City and two representatives appointed by the Association. The Association and the City shall advise the other party of the names of its members and any changes of names. There shall be regular quarterly meetings of the Committee and additional meetings as needed. The Committee shall discuss such matters as compliance with Department or City health and safety rules, which may be issued from time-to-time, pertinent portions of NFPA 1500 standards, uniform and protective equipment items, and other items mutually agreed for discussion. Special prescription eyewear will be provided for the fire ground as determined by the Safety Committee. Any agreements reached at Safety Committee meetings shall be referred to the Fire Chief for decision and action where appropriate.

Section 16.05 Fitness Program

There shall continue to be a fitness program for employees covered by this Agreement. Both the City and the Association will contribute physical fitness equipment, which each party deems appropriate. Fitness program rules and regulations are to be handled by the Department Health and Safety Committee procedure. Employees shall be allowed to utilize fitness equipment at any time during their shift as long as it does not interfere with the daily operations of the department and with Shift Commander approval.

Section 16.06 Drug and Alcohol Testing

The City may require an employee to submit to urine and/or blood tests if the City determines there is reasonable suspicion for such testing. The City may also require an employee to submit to urine and/or blood tests during an employee's probationary period, or if the employee is involved in an on-duty traffic accident resulting in death or serious bodily harm or substantial property damage, or at the time of scheduled physical examination for an employee, provided, however, that the employee receives thirty (30) days' advance written notice of a physical examination.

The City shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining the proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe the employee is tampering with the testing procedure.

The results of any positive tests for the first violation shall be made available to the City for appropriate action. In the event the City requests a re-test for further examination, the Association shall have the right to obtain a partial sample, if the employee gives his approval.

The illegal use, sale, or possession of controlled substances while employed by the City, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination, subject to confirmation by the Board of Fire and Police Commissioners. While such disciplinary issues shall be subject to the exclusive jurisdiction of the Board of Fire and Police Commissioners, all other issues relating to the testing process (e.g., whether there is a reasonable suspicion for ordering an employee to submit to a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement. Random testing is permitted of an employee who is in a drug and/or alcohol-related medical treatment center as a result of either voluntary request for assistance or disciplinary action.

The "reasonable suspicion" set forth above shall, wherever possible, be confirmed by the observations of two members of supervision. In addition, if the employee so requests, an Association Officer may be present at the time of any testing under this Section.

Section 16.07 Pension Contributions

The City shall continue to maintain a plan established in accordance with Section 414(h)(2) of the Internal Revenue Code. Under the plan, employees' pension fund contributions, although designated as employees' contributions, shall be paid by the City in lieu of contributions by the employees. No employee shall have the option of choosing to receive the pension fund contributions directly instead of having such contributions paid by the City to the pension fund.

Section 16.08 Changing of Shift Assignments at the Request of the Fire Chief or his Designee

The Fire Chief or his designee may deem it necessary to change shift assignments for any reason at any time. The changing of shift assignments includes but is not limited to:

- (1) Changes due to promotions.
- (2) Temporary or permanent changes due to employee injuries.
- (3) Restructuring of shift assignments due to department needs.

When practicable and reasonable, the Fire Chief or his designee shall give the affected employee a minimum of thirty (30) days' notice before transferring the affected employee to a different shift. Whenever a bargaining unit employee changes shift assignments at the request of the Fire Chief or his designee, the number of workdays for that employee must be evaluated. This is done by counting the number of workdays in a 21-day period, and must include the employee's last day assigned to their old shift and the first day assigned to their newly assigned shift in the 21-day period. If the bargaining unit employee has more than seven (7) workdays assigned, including scheduled time off, and not including shift trades and overtime shifts, that employee will receive either a paid scheduled day off or overtime pay for the additional shift worked. If the bargaining unit employee and the Fire Chief or his designee mutually agree, the bargaining unit employee may schedule their paid scheduled day off in a future pay period during the current fiscal year. Bargaining unit employees that end up working less than seven (7) workdays following the changing of shift assignments shall not be required to make up the missing shift. Shift changes that are planned for the following fiscal year shall be posted no later than March 1st of the previous fiscal year.

Section 16.09 Scheduling Paid Time Off Following the Changing of Shift Assignments at the Request of the Fire Chief or his Designee

If the Fire Chief or his designee changes shift assignments according the Section 17.8, any remaining scheduled time off for the bargaining unit employee must be scheduled. The bargaining unit employee who gets moved to a new shift shall be allowed to keep their same scheduled paid time off as they had on the previous shift assigned. If the employee requests the same time off that was granted on their previously assigned shift assignment, that employee

shall be granted the choice of the shift off on either side of their previously scheduled paid time off.

Article XVII. PROMOTIONAL TESTING

Section 17.01 General

Promotions to the rank of lieutenant and battalion chief shall be conducted in accordance with the provisions of the MOST CURRENT Fire Department Promotion Act (hereinafter the "Act"), and the rules and regulations of the City of Zion Police and Fire Commission (the "Commission"), to the extent they are not inconsistent with the terms of this Article, the Act and other written agreements between the parties under this Article. For purposes of this Article and application of the Act, the Commission shall be the "appointing authority," and the lawfully authorized officials of the City of Zion shall be the "corporate authorities."

The Commission shall post two (2) separate official postings for the promotional process as listed below. These postings shall be posted at all stations.

The Commission shall post an official sign-up sheet at all stations for employees to sign up to participate in the promotional process for Lieutenant and Battalion Chief. This sign-up sheet shall be posted at least 45 days prior to the Commission posting the official timeline for the promotional process. This sign-up sheet shall be posted for at least 30 days to allow employees to sign up to participate in the promotional process. If all current available employees that are eligible to test have signed up prior to the 30-day deadline, then this deadline will end. The Commission will then have at least 15 days to determine if employees are eligible to test.

The official posting stating the names of the candidates and the timeline of the promotional process shall be posted no earlier than 15 days after the official sign-up sheet has been submitted to the Commission. The official posting in each station stating the timeline for each step of the promotional testing process by the Commission shall be considered the "start" of the promotional process. This posting shall, at minimum, identify the timeline for posting points for seniority, ascertained merit, and management points. This posting shall also include assessment center test date, assessment center evaluation topics being tested, and date of written exam. The reading list and assessment center evaluation topics will be posted as a separate document in accordance with Section 17.7 and 17.9.

Section 17.02 Vacancies

This Article applies only to promotions to vacancies in the rank of lieutenant and battalion chief. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate

authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 17.03 Eligibility

Candidates for the rank of lieutenant employed after the date of January 1st 2009 or who have not previously tested for promotion to lieutenant with the Zion Fire and Rescue Department shall meet the following requirements prior to the test date in order to be eligible for the testing process. All promotions shall be made from employees in the next lower rank who have:

- (a) At least five (5) years as a City of Zion Firefighter/Paramedic; and
- (b) Certified minimum Fire Officer I or Company Fire Officer.

Candidates for the rank of battalion chief employed after the date of January 1st 2009 or who have not previously tested for promotion to battalion chief with the Zion Fire and Rescue Department shall meet the following requirements prior to the test date in order to be eligible for the testing process. All promotions shall be made from employees in the next lower rank who have:

- (a) At least two (2) years as a City of Zion Lieutenant/Paramedic; and
- (b) Certified minimum Fire Officer II or Advanced Fire Officer.

In the event that there are no current lieutenants who meet the requirements, and as deemed necessary and approved by the Fire Chief, a memorandum of understanding between the bargaining unit and the Commission shall provide for the testing of Lieutenants for the position of Battalion Chief.

Section 17.04 Rating Factors and Weights

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

Components	% Weight
------------	----------

- | | |
|-----------------------------|-----|
| (1) Written Examination | 20% |
| (2) Local Assessment Center | 40% |

(3)	Seniority	10%
(4)	Ascertained Merit	10%
(5)	Management Points	10%
(6)	Peer Review	10%

Section 17.05 Components and Scoring

Components	% Weight
(1) Written Examination (0-100 points possible)	.20 (20%)
(2) Local Assessment Center* (0-100 points possible)	.40 (40%)
(3) Seniority* (0-100 points possible)	.1 (10%)
(4) Ascertained Merit* (0-100 points possible)	.1 (10%)
(5) Management Points* (0-100 points possible)	.1(10%)
(6) Peer Evaluation (0-100 points possible)	.1 (10%)

* See applicable scoring criteria below.

Section 17.06 Impartial Monitors

Pursuant to Section 25 of the Act, all aspects of the promotion process shall be subject to monitoring and review. The bargaining agent shall be allowed up to two (2) impartial persons who are not members or past members of the affected department to act as observers. The appointing authority may also select up to two (2) additional impartial observers.

Section 17.07 Written Examination

The written examination shall be based only on the contents of department Standard Operating Policies and Procedures that the appointing authority has identified and made readily available at each fire station to candidates at least 90 days prior to the examination being administered. The written test shall consist of questions directly related to duties regularly performed by persons holding the rank being tested for. The questions for the written exam shall be created from the Zion Fire/Rescue Department Standard Operating Policies and Procedures. There shall be no more than 50 Standard Operating Policies and Procedures used for the written exam with no more than 100 questions. 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 17.6.

Section 17.08 Minimum Score

There shall be a minimum passing score of 70% on the written exam in order to continue in the promotional process.

Section 17.09 Written Exam Review

Candidates shall have the opportunity to review their written exam and the results with the testing agency that provided the written exam immediately following the grading of the exams. Any candidate wanting to officially protest any part of their exam shall do so within 24 hours of the completion of the written exam. A protest of the exam results shall be done with two (2) forms of communication. First is verbal communication to the Fire Chief or his designee and at least one (1) member of the executive board of the Association. If the Association deems that a formal protest of the exam is warranted, then a formal written request to the Fire Chief from the Association is required. All parts of the promotional process shall stop progressing until the protest has been resolved.

Local Assessment Center

Candidates shall be evaluated by a qualified assessment center as chosen by the appointing authority. Three evaluations will be chosen and identified 90 days prior. The evaluations may include, but are not limited to the following areas:

- (a) Tactical Exercise
- (b) In-Basket Scenario
- (c) Problem Employee Scenario
- (d) Structured Oral Interview
- (e) Writing Exercise
- (f) Presentation Exercise

In the event that additional or different evaluations are available to be used, a meeting between the Fire Chief and the Association shall be held to mutually agree upon the acceptable evaluations to be used.

Section 17.10 Seniority

Seniority points shall be calculated using the following formula with a maximum of 100 points. Four (4) points per year for continuous service with the Zion Fire and Rescue Department (one

(1) point every three (3) completed months) up to 25 years of full time service. Credit will be applied up to the date of the written examination. Monthly credit will be given only for fully completed months of employment.

Section 17.11 Ascertained Merit Criteria

Ascertained merit points shall be awarded in three categories listed below. Each category is valued as follows: Category I equals up to 60 points, Category II equals up to 20 points, and Category III equals up to 20 points.

Category I (60 points max): Highest applicable formal education. Points awarded for highest degree attained in the following manner:

Public Service Master's Degree	60 points
Master's Degree and Public Service related Bachelor's Degree	60 points
Master's Degree (not Public related)	45 points
Public Service related Bachelor's Degree	50 points
Bachelor's Degree and Fire Service or EMS Associates Degree	50 points
Bachelor's Degree (non-Fire Service)	35 points
Fire Service or EMS Associates Degree	25 points

Category II (20 points max): Fire Service Certifications

Fire Officer II/Advanced Fire Officer (Certified or Provisional)

Fire Officer II points awarded for Lt. Candidates only	10 points
Fire Officer III/Chief Fire Officer (Certified or Provisional)	10 points
Executive Fire Officer	10 points
Managing Officer Program	10 points

Any OSFM Certifications not listed above and not "required" according to the individual's job description or "required" for their special teams participation. For instance, Hazmat Operations may not be used due to it being a requirement for Basic Firefighter/Firefighter II.

OSFM Certifications may not be used to pyramid points already given for above certifications or programs. For instance, OSFM Fire Instructor 2 may not be used if the candidate is claiming points for Fire officer II.

1 point each/ Max 10 points

* Credit for Advanced Fire Officer shall be given if the candidate has completed all course work for the certification as stated by current OSFM rules for the certification.

Category III (20 points max): .25 points for each hour of class attended. (Max of 5 points per class) Hours of the class must be on certificate or documented. This includes both in person and online classes. Job related classes taken in the 36 months prior to the posting of the Official sign-up sheet. This does not include courses taken on duty during required and/or scheduled department training. This rule does not apply to special training's set up through organizations such as IFSI, and the like, that on duty personnel are allowed to attend.

Special Teams training

A maximum of four (4) points is allowed for Special Teams training. Listed below are points awarded for Special Teams

TRT – four (4)

Dive – four (4)

Haz-Mat – four (4)

Fire Investigator – four (4)

Honor Guard – two (2)

CPR instructor with 2 classes or more per year taught for the department– two (2)

Section 17.12 Management Points Criteria

Chief's points will carry a maximum of 100 points. A committee consisting of the fire chief and all current chief officers shall award chief's points for the rank of lieutenant. The fire chief shall award chief's points for the rank of battalion chief. Chief's points shall be based on a candidate review form, as well as traits and competencies consistent with the Fire/EMS service.

Management points shall be calculated using the "Chiefs Points Calculation Assistant" ("CPCA") on file with the Zion Fire and Rescue Department. Any changes made to the "CPCA" shall be agreed upon by the Fire Chief and the Association at least 365 days prior to posting the official sign-up sheet for the promotional process, unless a mutually agreed upon date has been

accepted by the Fire Chief and the Association in the form of a signed Memorandum of Understanding.

Section 17.13 Labor Management Chief's Points Meeting

At least 30 days prior to the Commission posting the official sign-up sheet as stated in Section 18.1, a meeting consisting of the fire chief, chief officers, and a minimum of two (2) bargaining unit officers shall meet to approve the topics for the reading list and to clarify the distribution of chief's points using the approved method as stated in section 18.10.

Section 17.14 Peer Review

A peer review form will be distributed to all full-time members from the rank of Lieutenant down for each candidate. This form will be given after the "start" of the promotional process and due the same day as Chief's points are completed. Every member that receives this form MUST complete this as honestly as possible. The total amount of points will then be tallied by an impartial member of the department and the Chief.

Section 17.15 Tie Breaker

If two (2) or more individuals are placed on the final eligibility list with identical scores to two (2) decimal places, the tie shall be broken based on seniority as defined in this Agreement. The individual with the greatest seniority with the Zion Fire and Rescue Department shall be placed ahead of another individual(s) with the identical score. In the event that two or more candidates are tied in final score and have the same start date with the Zion Fire and Rescue Department, then seniority shall be determined by the position of the candidates on the final initial eligibility list for new hires.

Section 17.16 Expiration of Lists

Any promotional list implemented under this Agreement shall be valid for three (3) years from the effective date by the Board of Police and Fire Commissioners, unless all names have been exhausted. The list will not be allowed to expire if a vacancy exists within the promoted rank prior to the expiration of the list as stated above in Section 17.2

Section 17.17 Posting Dates of Test Component Scores

Posting of the scores from each component of the testing process shall be performed as follows:

- (a) Seniority Points – ten (10) days prior to assessment center test date.
- (b) Management Points – ten (10) days after the deadline posted for submission.
- (c) Ascertained Merit Points – ten (10) days after the deadline posted for submission.

(d) Peer Review Points – ten (10) days after the deadline posted for submission.

(e) Written Exam Score – Posted the day after the written exam unless there is a scoring protest by a candidate. In this instance, the scores will be posted no later than 24 hours after the protest has been resolved.

(f) Assessment Center Score – Posted the day after recommendation to appointing authority.

(g) Military Points – Posted ten (10) days after posting of initial eligibility list. If the bargaining unit and Chief agree that no military points are being submitted, the 10 day deadline may be waived.

Section 17.18 Posting Dates and Effective Dates for Promotion Lists

Final eligibility lists shall be completed and posted no later than April 15th of the testing year. All outgoing promotional lists shall expire on April 30th of the testing year and all new promotional lists will go into effect beginning May 1st of the testing year. An exception shall be made if the current eligibility list has been exhausted and a special test has been called for under the Act.

Article XVIII. DEPARTMENT STAFFING

Section 18.01 Department Staffing Requirements

It shall be the responsibility of the City of Zion to maintain a minimum of five (5) full-time certificated employees on each of the four 24/72 shifts totaling 24 personnel. Paid-On-Premise (POP) employees and administrative personnel are not included in this total. The foregoing description of minimum staffing levels shall not be construed as limiting the City's discretion to staff the shifts with more than five (5) full-time certificated employees as recommended by the Fire Chief. Whenever a vacancy occurs among the full-time certificated employees, the vacancy shall be filled as soon as possible by utilizing the current hiring list maintained by the Zion Fire and Police Commission. If there is no current list available for hiring, the process for creating a new hiring list will begin as soon as possible according to the Zion Fire and Police Commission Rules and Regulations in accordance with the hiring bill. It is further agreed that the shift staffing numbers will be maintained for the duration of this agreement, provided, however, shift staffing may be reduced by the mutual agreement of the parties. If no such agreement can be reached, the dispute shall be submitted to interest arbitration as a mandatory subject of bargaining and the Association and the City expressly agree in accordance with the authority granted by Section 14 (p) of the IPLRA that the City shall have the burden of establishing that there is a compelling operational or financial need to justify any reduction in the required minimum staffing levels.

Section 18.02 Department Daily Staffing

The City agrees to maintain a minimum daily staffing of seven (7) personnel certified as a Firefighter II/Basic Firefighter (OSFM certification), and an Illinois EMT-Paramedic at a minimum. The minimum daily staffing of seven (7) personnel as qualified may be reduced to six (6) qualified members not to exceed four (4) hours anytime a full-time member:

- Attends a SRT training while on duty
- Attends a class approved by the Fire Chief
- Conducts department business authorized by the Fire Chief or his designee

If it is projected that staffing will be reduced to six (6) personnel for longer than four (4) hours for the conditions listed above, the overtime list shall be utilized and said position filled.

Section 18.03 Paid-On-Premise Employees

In an effort to increase daily staffing in the fire department, the City can utilize POP employees to increase daily staffing. The use of POP employees shall follow the Firefighters Replacement Act 65 ILCS 5/10-1-14 and 65 ILCS 5/10-2.1-4 as amended. Paid-on-Premise Employees shall be employees of the City of Zion and cannot be hired through a contract or third-party agency without an agreement with Local 1999. The utilization of a POP employee program for daily staffing supplementation is dependent on full-time staffing on each day. The utilization of POP employees will follow the Staffing Chart in section 9.70.

Section 18.04 Staffing Chart

Daily staffing, minimum number of full-time employees, and maximum number of POP employees shall reflect the following chart daily:

Daily Staffing	Minimum Number of Full-Time Employees	Maximum Number of POP Employees
7	5	2
8	6	2
9	7	2

In the event that the daily staffing goes above eight (8), for any reason, the maximum number of POP employees will remain at two (2) unless there is a written agreement between both parties.

Vacancies in the POP program, as deemed necessary by the Fire Chief must be filled within forty-five (45) days, as applicants are available. As part of each Labor/Management meeting, the Fire Chief will consult with the Executive Board to determine whether the existing number of POP's is adequate to meet scheduling needs.

Article XIX. TERM OF AGREEMENT AND LEGALITY CLAUSES

Section 19.01 Complete Agreement

This Agreement supersedes and cancels all prior practices, policies, and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. If a past practice is not addressed in the Agreement, either party may bring the issue to the attention of the other party, subject to Article V Management Rights. The said issue will be brought forward at a Labor-Management Conference as detailed in Section 4.1. In such an instance, if deemed appropriate, the grievance procedure, as outlined in Article VII, will be effective immediately after the Labor-Management Conference. Each party waives the right to bargain further on any subject during the term of this Agreement.

Section 19.02 Savings Clause

In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by any board, agency, or court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specifically specified in the board, agency, or court decision; and upon issuance of such a decision, the City and the Association agree to immediately begin negotiations on a substitute for the invalidated Article, Section, or portion thereof. During the course of such negotiations, Article VIII No Strike-No Lockout shall remain in full force and effect.

Section 19.03 Terms of Agreement

This Agreement shall be effective May 1, 2024 and shall remain in full force and effect until 11:59 pm April 30, 2027. It shall be automatically renewed from year-to-year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Notwithstanding any provision in this Agreement to the contrary, this Agreement shall remain in effect after the expiration date while negotiations and/or impasse procedures for a new Agreement are continuing.

In the negotiations of a new Agreement, if an employee member of the Association is on duty (up to four members) during a bargaining meeting, the employee will be paid for time lost from the normal straight-time day, but will not be paid for time spent in preparation for meetings.

SIGNATURES

Executed this 26th day of April 2024.

CITY OF ZION



Mayor

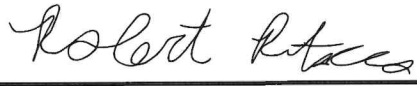


City Clerk

**ZION PROFESSIONAL FIREFIGHTERS
ASSOCIATION IAFF LOCAL 1999**



President



Secretary



APPENDIX A – SALARY SCHEDULE

	2024-2025	Hourly Rate	Overtime	2025-2026	Hourly Rate	Overtime	2026-2027	Hourly Rate	Overtime
Starting Salary	\$67,284.88	\$28.2520	\$42.3779	\$69,303.43	\$29.0995	\$43.6493	\$71,382.53	\$29.9725	\$44.9588
12 mos. Anniv.	\$74,052.47	\$31.0936	\$46.6404	\$76,274.04	\$32.0264	\$48.0396	\$78,562.27	\$32.9872	\$49.4808
2yr Anniv.	\$85,045.26	\$35.7093	\$53.6539	\$87,596.62	\$36.7806	\$55.1709	\$90,224.52	\$37.8840	\$56.8260
3yr Anniv.	\$90,095.57	\$37.8298	\$56.7448	\$92,798.44	\$39.9647	\$58.4471	\$95,582.39	\$40.1337	\$60.2005
4yr Anniv.	\$94,801.68	\$39.8059	\$59.7088	\$97,645.73	\$41.0001	\$61.5001	\$100,575.10	\$42.2301	\$63.3451
7yr Anniv.	\$105,945.14	\$44.4849	\$66.7273	\$109,123.49	\$45.8194	\$68.7291	\$112,397.20	\$47.1940	\$70.7910
8yr Anniv.	\$111,242.40	\$46.7091	\$70.0637	\$114,579.67	\$48.1104	\$72.1656	\$118,017.06	\$49.5537	\$74.3305

	2024-2025	Hourly Rate	Overtime	2025-2026	Hourly Rate	Overtime	2026-2027	Hourly Rate	Overtime
Lt. Starting Salary	\$117,916.94	\$49.5116	\$74.2675	\$121,454.45	\$51.00	\$76.50	\$125,098.08	\$52.5269	\$78.7904
Lt. 3yr Anniv.	\$121,810.45	\$51.1465	\$76.7197	\$125,454.76	\$52.68	\$79.02	\$129,228.71	\$54.2613	\$81.3919

Executive Board

Saraí Soto – President Anthony Rdzok – Vice President
 Robert Ritacca – Secretary Burke Sullivan – Treasurer