

A LABOR CONTRACT

BETWEEN

THE CITY OF MARION, ILLINOIS

A MUNICIPAL CORPORATION

AND

THE MARION PROFESSIONAL FIRE FIGHTERS ASSOCIATION

LOCAL NO. 2977

OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO, CLC.

COVERING FISCAL YEARS 2024 - 2028

## **ARTICLE I**

### **PREAMBLE**

This Agreement is entered into by and between the CITY OF MARION, an ILLINOIS MUNICIPAL CORPORATION, hereinafter referred to as the EMPLOYER, and the MARION PROFESSIONAL FIRE FIGHTER'S ASSOCIATION, LOCAL NO. 2977, of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, C.L.C., hereinafter referred to as the UNION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the employer and the Union, to establish proper standards of wages, hours and other terms and conditions of employment, and to provide for the equitable and peaceful adjustments of differences that may arise between the parties.

## **ARTICLE II**

### **RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all uniformed employees of the Marion Fire Department, excluding the Fire Chief, for the purpose of collective bargaining and establishing and administering a written labor agreement covering wages, rates of pay, hours of labor, and all other terms and conditions of employment.

## **ARTICLE III**

### **UNION SECURITY**

#### **SECTION 3.1**

During the term of this Agreement, the Employer agrees to make a payroll deduction the first pay period of each month of, Union dues, initiation fee, and assessments, in the amount certified to be current by the Secretary-Treasurer of the Union, from the pay of those employees covered by this Agreement who individually request in writing that such deductions be made. The total amount of the deduction shall be remitted to the Union no later than five (5) days after the end of the month the deduction is made by the Employer.

## **ARTICLE IV**

### **HOURS OF DUTY**

#### **SECTION 4.1 PLATOON DUTY**

The employees covered by the terms of this Agreement, who work within the Fire Department, shall be assigned to regular platoon duty shifts. Such shifts shall consist of cycles of 24 consecutive hours on duty followed by 72 consecutive hours off duty. The regular on duty annual average hours per week shall normally not exceed 42 per week. On duty hours will begin at 7:00 A.M. and terminate the following 7:00 A.M.

## **SECTION 4.2 OVERTIME HOURS**

Employees working any hours on duty in addition to the regular hours as defined in this Article, shall be considered overtime hours subject to the overtime rate as provided in this Agreement.

## **ARTICLE V** **WAGES AND RATES OF PAY**

### **SECTION 5.1 ANNUAL SALARY SCHEDULE**

The annual salaries of the members of the bargaining unit shall be paid pursuant to the negotiated salary attached hereto and made a part of this Agreement and identified as "Appendix A".

### **SECTION 5.2 STRAIGHT-TIME HOURLY RATES**

The regular and basic hourly rate of pay shall be determined and computed by dividing the employee's annual salary by the scheduled annual hours of duty to which the employee is assigned. For 24-hour shift employees, the annual hours are 2184.

### **SECTION 5.3 OVERTIME RATE**

The overtime rate shall be paid for all overtime worked at the rate of one and one half (1 1/2) times the employee's regular hourly rate. This article shall not impact the annual total hours of work used to compute hourly rates.

### **SECTION 5.4 ACTUAL TIME WORKED**

Employees held over beyond their normal quitting time shall be paid one and one half (1 1/2) times the employee's basic rate of pay for actual time worked. Employees recalled to duty once relieved shall receive a minimum of two (2) hours pay at the employee's overtime rate. Any actual time worked past the minimum two (2) hours will be paid at one and one half (1 1/2) times the employee's base rate of pay.

### **SECTION 5.5 MANDATORY OFF DUTY RATE**

Any employee required to attend schooling, training, or other activities on his/her off duty time will be compensated at one and one half (1 1/2) times the employee's rate of pay except for schools that are required to meet the minimum requirements of the job. In this case, the Employer will pay the employee's salary plus actual expenses.

**ARTICLE VI**  
**PAID LEAVES OF ABSENCE**

**SECTION 6.1      VACATIONS**

Vacation shall be earned annually based on the following schedule:

2 <sup>nd</sup> thru 5 <sup>th</sup> year of service.....	4 duty days
6 <sup>th</sup> thru 9 <sup>th</sup> year of service.....	5 duty days
10 <sup>th</sup> thru 13 <sup>th</sup> year of service .....	6 duty days
14 <sup>th</sup> thru 17 <sup>th</sup> year of service .....	7 duty days
18 <sup>th</sup> thru 20 <sup>th</sup> year of service .....	8 duty days
21 <sup>st</sup> thru 23 <sup>rd</sup> year of service .....	9 duty days
24 or more years of service.....	10 duty days

Vacation shall be taken at the rate of not less than one (1) duty day at a time. The calendar year shall constitute the period of time during which vacations will be scheduled. Seniority shall determine the preference in the selection of vacation.

Any employee who is separated from the Fire Service shall be compensated in cash for all unused vacation time accumulated, at the rate of pay at the time of separation. In the case of death of an employee, the compensation due that employee shall be paid to his/her estate. Vacation may not be carried over from year to year.

**SECTION 6.2      HOLIDAYS**

The following holidays are those that shall be recognized and observed:

New Year's Day	Veteran's Day
Martin Luther	Thanksgiving Day
King Jr. Birthday	Friday after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Juneteenth	Independence Day
Labor Day	

In addition to the established wage rates, the Employer shall grant to "newly" hired employee's duty days off each year for holidays according to the following schedule:

Hiring date January 1 <sup>st</sup> -March 31 <sup>st</sup>	6 duty days
Hiring date April 1 <sup>st</sup> - June 30 <sup>th</sup>	4 duty days
Hiring date July 1 <sup>st</sup> -August 31 <sup>st</sup>	3 duty days
Hiring date September 1 <sup>st</sup> -December 31 <sup>st</sup>	2 duty days



Employees hired prior to January 1, 2003, and afore-mentioned "newly" hired employees shall be granted six (6) duty days off each year for holidays.

### **SECTION 6.3 SICK AND INJURY LEAVE**

- A. Any employee incurring a non-duty sickness or disability shall receive sick leave with full pay. On-duty sickness or disability shall not be charged to the accumulated sick leave of the employee. Employees shall accrue sick leave at the rate of (1) one duty day every (2) two months, not to exceed (50) fifty duty days.
- B. The Employer agrees to abide by the provisions of the Worker's Compensation laws of this state, as they may apply, to members of the bargaining unit.
- C. Employees who sustain an on-the-job illness, injury, or disability shall be granted, whenever medically necessary, up to one (1) year of injury leave with full pay and with full accrual of benefits pursuant to 5 ILCS 345/. Additionally, while on injury leave the employee agrees to sign over or otherwise return to the Employer all lost time compensation received from Worker's Compensation Insurance.
- D. The Employer agrees to provide 100% of the major Medical Group Insurance premium for the employee while on any type of duty related disability. While on Sick Leave the employee shall pay the premium percentage paid by current employee's covered by this agreement. If the employee sustains a non-duty career-ending disability or sickness, the employee shall pay the premium percentage paid by current active employees covered by this agreement until the employee reaches the age addressed by Section 10.4 of current labor agreement. The employee shall then be covered by the provisions of Section 10.4.
- E. Sick Leave Buy-Back Program - Employees having over twenty-five (25) accumulated sick leave shifts (600 hours) shall be allowed to sell back to the employer up to six (6) shifts (144 hours) annually, employees must maintain a minimum balance of 25 shifts (600 hours) after sellback. The employee that has reached the fifty (50) sick leave shift cap shall be allowed to sell back those sick leave shifts that would have been accruable over the (50) shift sick leave shift cap. The pay shall be calculated at one- half of the employee's regular rate of pay.

Alternatively, at the end of each calendar year, the employee shall be allowed to apply those shifts that would have been accruable over the fifty (50) cap towards the standard sick leave bank. Any shifts above the fifty (50) cap at the end of the calendar year must be sold back to the city or forfeited.

The employee shall make written application for the Buy-Back program to

the City Treasurer's office by the first (1st) workday of the calendar year, for the previous year's sick- leave Buy-Back. The employer shall make payment to the employee the payday following the first (1st) full pay period of the following calendar year. The payment shall be made by separate check from the employee's regular paycheck.

- F. Employee shall be allowed to request a sell back at retirement of not less than 20 years, receipt of a line of duty disability pension, or receipt of an occupational disease disability pension, the lesser of 25 shifts (600 hours) or the unused accrued sick leave in his/her bank of at his/her regular rate of pay at the time of retirement.

#### **SECTION 6.4 FUNERAL AND BEREAVEMENT LEAVE**

Each employee shall receive one (1) duty day off with pay when there is a death of an immediate family member. Immediate family shall be defined as the employee's: spouse, parent, parent of spouse, child, stepchild, brother, sister, grandparent, or grandchild. Based on extenuating circumstances, up to two (2) additional bereavement duty days may be taken with prior approval by the Commissioner.

#### **SECTION 6.5 EDUCATIONAL LEAVE**

Employees may be granted paid leaves of absence for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature, that are intended to improve, maintain, or upgrade the individual's certifications, skill and/or professional ability. Such requests shall be granted, upon the approval of the Commissioner.

### **ARTICLE VII** **SENIORITY RIGHTS**

#### **SECTION 7.1 DEFINITION**

Seniority means an employee's length of service with the Fire Department, as recognized by the Employer. If more than one person is hired on the same day, they shall be placed on the seniority list according to rank on the eligibility list from which they were hired.

#### **SECTION 7.2 PROBATION PERIOD**

New Employees shall serve a probationary period of one (1) year. Any employee may be discharged during the probationary period.

#### **SECTION 7.3 OVERTIME DISTRIBUTION**

When the need for overtime exists due to the lack of manpower, vacations, sickness, injury, or other unforeseen causes, such overtime shall be distributed to the members of the bargaining unit on a voluntary basis, except in emergency situations or mandatory training as designated by the Fire Chief. The Employer shall establish and periodically update two

(2) department overtime lists that shall be posted in each workplace.

1. One overtime list shall be known as the "24-hour Duty Day shift Overtime list". Employees shall be contacted from the "24-hour Duty Day Overtime list" if the need for 24-hour Duty relief arises for any reason. An employee will move to the bottom of the list if he/she refuses offered overtime or works the overtime offered.
2. A second overtime list shall be known as the "Call-in Overtime list". If the need for less than 24-hour Duty Day relief arises, such overtime shall be offered to the employees on a turn sheet basis. This list shall be established and periodically updated by a running total of the employees' accumulated overtime hours. Employees that work offered overtime shall be credited with the overtime hours on the turn score sheet. Additionally, employees that refuse offered overtime shall be credited with the same amount of hours as offered on the turn score sheet.
3. Employees on vacation will be contacted but will not lose his/her turn or be credited with offered overtime hours by refusing. Employees on sick leave will not be contacted and shall not lose their turn or be credited with offered overtime hours.

#### **SECTION 7.4 LAY-OFFS AND RE-CALL**

In the event it becomes necessary to lay-off employees for bona fide economic reasons, the employees shall be laid off in the inverse order of their seniority. No new employees shall be hired until all employees on lay-off status desiring to return to work have been recalled and hired.

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

#### **SECTION 8.1 DEFINITIONS**

A grievance is a dispute or difference that may arise between the parties, including the application, meaning, or interpretation of this Agreement, and shall be settled in the following manner.

#### **SECTION 8.2 PROCEDURES, STEPS AND TIME LIMITS**

##### **STEP 1**

The employee, with or without a Union representative (or the Union steward alone in the case of a Union grievance), shall take up the grievance or dispute in writing or orally with the Fire Chief or his designee within ten (10) days of his knowledge of its occurrence. The Fire Chief or his designee shall then attempt to adjust this matter and shall respond to the employee and the Union steward within five (5) business days.

##### **STEP 2**

If the grievance remains unadjusted in STEP 1, and the employee wishes to appeal the grievance to STEP 2 of the grievance procedure, it shall be referred in writing to the mayor or his designee within five (5) business days after the receipt of the Employer's answer in STEP 1. The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the Agreement allegedly violated, and the requested remedy.

The mayor or his designee shall meet and discuss the grievance within five (5) days of receipt of the notice of appeal, with the employee and the authorized Union representative at a time mutually agreeable to the parties. If no settlement is reached, the mayor or his designee shall give the Employer's written answer to the employee within five (5) business days following their meeting.

### **STEP3**

If the grievance remains unresolved within five (5) business days after the reply of the mayor or his designee is due, either party may, by written notice to the other party, invoke arbitration.

## **SECTION 8.3 ARBITRATION**

If the grievance is not settled by utilizing STEP 3, the Union and the City shall mutually select an Arbitrator from the Federal Mediation and Conciliation Services, provided that said Arbitrator is from Illinois, Indiana, Missouri, or Kentucky.

The Arbitrator shall not be connected or associated to either party.

The Arbitration hearing shall be set at a time mutually agreeable to the parties and the Arbitrator. The decision of the Arbitrator will be final and binding on both parties.

## **SECTION 8.4 AUTHORITY OF THE ARBITRATOR**

Arbitration as defined in this Article shall be limited to disputes or differences between the City and the Union as to actual disputes or differences concerning the interpretation of application of any provision of this Agreement, and the Arbitrator referred to in this Article shall have no power to add to or change the provisions of this Agreement.

## **SECTION 8.5 EXPENSES OF ARBITRATION**

The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensation of its own representatives and witnesses. The cost of the transcript shall be shared if the necessity of a transcript is mutually agreed upon between both parties.

## **SECTION 8.6 PROCESSING AND TIME LIMITS**

Grievances may be investigated and processed during working hours by Union stewards, representatives, and grievance committee members, provided such activities do not interfere with the normal operations of the Fire Department.

The time limits set forth in this Article may be extended by mutual written consent of the parties.

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

### **SECTION 8.7 PROCESSING GRIEVANCES**

Employee's selection by the Union to act as Union representatives shall be known as "Stewards". The names of the employees selected as stewards and other Union representatives who may represent employees at each stage of the grievance procedure shall be certified in writing to the Employer by the Union.

Any Union representative, whose participation in grievance meetings, held pursuant to the provisions of this Article, if necessary, shall be released from work without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner that does not interfere with the City's operations.

### **ARTICLE IX** **NO STRIKE AND NO LOCKOUT**

No strikes of any kind and no slowdown, picketing, or other concerted interference with, or interruption of service shall be caused, sanctioned, instigated, condoned, supported, or participated in by the Union or any employee during the term of this Agreement.

### **ARTICLE X** **SAFETY, HEALTH AND WELFARE**

#### **SECTION 10.1 HOSPITALIZATION AND MEDICAL COVERAGE**

The Employer agrees to provide the medical, hospitalization, and prescription drug coverage for its employees. This coverage will remain consistent, as far as practical, with those plans offered at the date of this contract. In the event the Employer is unable to provide comparable coverage, the Employer agrees to notify the Union and negotiate the impact of the change in coverage. Current Health Plan Includes:

\$500.00 annual deductible per person  
\$1000.00 annual deductible per family  
85/15 Co-Insurance on bills incurred between  
\$2,500.01 and \$7,500.00. 100% thereafter

Each employee who elects to obtain coverage shall contribute 25% of the premium cost of the medical, hospitalization, and prescription drug plan. All premiums are to be taken via payroll deduction. The Employer agrees to continue implementing IRS Section 125 plan,

so that the employee may pay their share of the premiums with pretax dollars.

## **SECTION 10.2 DEATH BENEFITS**

The Employer agrees to provide, at no cost to the employee, a death benefit to be paid to the beneficiaries of an employee at the time of death as currently provided by the group plan. The amount of insurance will increase if the group plan increases.

## **SECTION 10.3 PENSIONS**

- A. For the term of this agreement, the Employer agrees to maintain its obligations to the Fireman's Pension Fund as required by the Illinois Revised Statutes, chapter 108 1/2.
- B. The contributions required of the Firefighters pursuant to 40 ILCS 5/4 - 118.1, as amended from time to time, although designated as employee contributions, are hereinafter to be paid by the City of Marion in lieu of such contributions by the employee and shall be treated as "pick-up" contributions pursuant to 40 ILCS 5/4 - 118.2. The Firefighters compensation shall be reduced by the amount of the contribution required pursuant to 40 ILCS 5/4 - 118.1, as amended from time to time. Further, the Firefighters shall not have the option to receive such contributions directly, instead having them paid by the City of Marion in accordance with the above direction.

## **SECTION 10.4 RETIREE HOSPITALIZATION AND MEDICAL COVERAGE PROGRAM**

Each retiree who elects to obtain the medical, hospitalization and prescription drug plan provided by the City of Marion may obtain such coverage by paying premiums according to the following rate schedule:

- 50-55 years of age - 50% of the premium cost
- 56-64 years of age - 38% of the premium cost
- 65 years of age and up - 30% of the premium cost

Employees having twenty-five (25) years of service shall pay 35% of the premium cost provided that the employee retires prior to the age of 56.

Employees having thirty (30) years of service shall pay 30% of the premium cost provided that the employee retires prior to the age of 56.

Employees hired after May 1, 2019, shall be entitled to insurance under the terms of this collective bargaining but dependent coverage shall be available at a cost of fifty percent (50%) of the insurance cost at the time of his/her retirement.

Upon becoming eligible for Medicare, retirees shall use Medicare as its primary provider; retiree may elect to obtain secondary coverage under the city's medical, hospitalization,



and prescription drug plan. Those retirees who are not eligible for Medicare shall remain on the city's medical, hospitalization, and prescription drug plan as provided or required by law.

## **ARTICLE XI** **NO DISCRIMINATION**

### **SECTION 11.1 NON-DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliations. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

### **SECTION 11.2 GENDER**

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

### **SECTION 11.3 DUTY TO FAIR REPRESENTATION**

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. The Union's duty of fair representation shall be carried out in conformity with the standard enunciated by the United States Supreme Court in *Vaca VS. Sipes*, 386, U.S. 171.

## **ARTICLE XII** **DUTIES, JURISDICTION AND NO CONTRACTING OF WORK**

### **SECTION 12.1 WORKING OUT OF CLASSIFICATION**

Bargaining unit employees required to perform the duties of higher rank will be paid the higher rate while acting in such rank.

## **ARTICLE XIII**

### **GENERAL PROVISIONS**

#### **SECTION 13.1 MINIMUM MANNING**

Sufficient personnel shall be maintained on duty and available for response to alarms and calls for service. Sufficient personnel are defined as a minimum of four (4) employees on duty per shift.

In the event that a second Fire Station is constructed, the City of Marion agrees to negotiate with the Union, staffing of said station prior to it becoming operational.

#### **SECTION 13.2 SHIFT EXCHANGE**

Employees shall have the right to voluntarily exchange work shifts when the change does not interfere with the normal operation of the Fire Department as per past practice with the approval of the Fire Chief.

#### **SECTION 13.3 CLOTHING ALLOWANCE**

All initial uniforms, protective clothing, or protective devices required of employees in the performance of their duties shall be furnished by the Employer without cost to the employee.

Each employee shall receive a clothing maintenance allowance of \$700.00. The allowance shall be paid to each employee in a one-time payment of \$700.00 less standard deductions, by separate check, on the 1<sup>st</sup> payday in May of each year.

In the event that an employee is promoted to the rank of Lieutenant, Captain, or Assistant Chief, the City and the employee shall share equally (50/50). Any actual cost incurred due to said promotion.

#### **SECTION 13.4 PERMANENT ASSIGNMENTS AND TRANSFERS**

Permanent shift assignments will be made by the Employer with safe and efficient operation of the department as the primary concern. Changes in shift assignments will be made by the Employer with the same considerations.

#### **SECTION 13.5 VOLUNTEERS**

Volunteers may be assigned to extra details including extra details like County Fair, Civic Center Programs and Parades. Volunteers shall not be assigned to otherwise replace duties of paid fire fighters.



## **SECTION 13.6 RESIDENCY REQUIREMENT**

Employees shall live within ten (10) miles of city limits of the City of Marion, or within the corporate city limits of the City of Marion. New employees must establish said residency within eighteen (18) months of their hire date.

## **SECTION 13.7 PROMOTIONS**

### **1. General**

Promotions to the ranks of Lieutenant, Captain and Assistant Chief shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, HB 988, (hereinafter the "Act"). A copy of this Act is attached as "Appendix C" to this Agreement. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act.

### **2. Vacancies**

This Article applies to promotions for vacancies in the ranks of Lieutenant, Captain and Assistant Chief. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all rank's inferior to that rank, provided that the position or positions continues to be funded and authorized by the City of Marion. 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.

### **3. Eligibility**

All promotions shall be made from employees in the next lower rank, unless none of the individuals of the next lower rank meet the requirements, then it shall be open to all individuals of that rank.

To test for Lieutenant:	Firefighters must have seven (7) years job seniority and a Certified Firefighter III/Advanced Firefighter rating as of the date the testing process begins.
To test for Captain:	Lieutenants must have two (2) years' experience as a Fire Lieutenant, ten (10) years job seniority, and a Certified Fire Officer I/Basic Company Officer rating as of the date the testing process begins.

To test for Asst. Chief:

Captains must have five (5) years' experience as a Fire Captain as of the date the testing process begins.

**4. 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 to be filled. The placement of employees on the promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following components weighted as specified:

	% Weights
1. Written Examination	30%
2. Seniority	10%
3. Ascertained Merit	30%
4. Oral examination	15%
5. Chief Points	15%

To be considered for promotion, a candidate testing for the position of Captain or Assistant Chief, must compile an aggregate score of 70% or more from the components in the promotional process. A candidate testing for the position of Lieutenant, will not be required to attain a minimum percentage of the aggregate score to be considered for promotion.

**5. Test Components**

**Written examination:**

- A. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the City has identified and made readily available to potential examinees.
- B. All written test materials shall be available at least ninety (90) days before the written examination.
- C. The written examination shall be given last in the promotional process.
- D. The Fire Department shall maintain reading and study materials for a pending written examination for each rank and shall make those materials available at each duty station. The Fire Chief shall maintain the reading lists of the last two (2) examinations for each rank and shall make such lists available to candidates and the Union upon request.

## **Seniority**

Five (5) seniority points per year shall be awarded for each full year of service, to a maximum of twenty (20) years. A seniority list with all applicants shall be posted with the total number of seniority years and points. The applicant shall notify the Fire Chief and Union President of any discrepancies.

## **Ascertained Merit**

### **Firefighter's Testing for Lieutenant (Captain and Asst. Chief Unchanged):**

One (1) point shall be awarded for each eight (8) hours of Fire Service-related certificate tract class work, including but not limited to, (IFSI, NFA, OSFM, FEMA or any accredited course thru a Jr. College, College, or University) excluding Firefighter II & III certification class work, or Basic Firefighter/NFPA Firefighter I & Advanced Technician Firefighter/NFPA Firefighter II, up to a maximum of one hundred (100) points.

### **Lieutenants Testing for Captain and Captains Testing for Assistant Chief:**

A Fire Officer II or Advance Fire Officer Certification shall be awarded twenty (20) points, provided these points were not used to obtain the previously stated eighty (80) points.

An associate degree in a Fire Service-related field shall be awarded ten (10) points.

A Bachelor's Degree in a Fire Service-related field or Public Administration should be awarded twenty (20) points, unless an associate degree has already been awarded, in such a case an additional ten (10) points shall be awarded.

### **Chief's Points (Excluding Asst. Chief):**

Chief's points will carry a maximum value of one hundred (100) points. A committee consisting of the Fire Chief, Assistant Chief and current Captains shall award Chief's points to those testing for the rank of Lieutenant and Captain. Chief's points shall be awarded based on competencies consistent with Fire/Rescue services best practices in scenario-based situations.

## **Oral examination**

Any subjective component shall be identified to all candidates prior to its application, be job related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his/her score on the subjective component upon completion of the subjective examination component or its application. The oral examination shall consist often (10) questions each with a value often (10) points. The oral examination shall be completed no fewer than thirty (30) days nor more than sixty (60) days from the posting of the written examination.

### **6. Veterans' Preference**

A person on the preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within ten (10) days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in 65 ILCS 5/10-2.1-1 and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his/her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.

### **7. Scoring of Components**

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall be reduced by the rating factor assigned to component on the test and the scores of all components shall be added to produce a total score not to exceed 100 points. Candidates shall then be ranked on the list in rank order based on the highest to lowest points scored on all components of the test.

A candidate on the preliminary promotion list who is eligible for a veteran's preference under this agreement may file a written application for that preference within ten (10) days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. After all applicants have been notified of their positions on the promotion list the City shall give the Union President a copy and all stations shall have a copy to post.

#### **Tie Breaker:**

In the event the final adjusted promotion list ends in a tie, the ranking shall be determined as follows:

1. Highest score on Written Exam
2. Highest score on Ascertained Merit
3. Highest score on Chief's Points
4. Highest score on Seniority
5. Highest score on Oral Exam

#### **8. Right to Review**

The Union or any affected employee who believes an error has been made with respect to the administration of any test component or any procedure provided under this Article, shall have the right to a review of the matter. A grievance/arbitration procedure of this Agreement subject to the following conditions:

1. The grievance shall be limited to disputes relating to a claim that the City failed to follow the requirements of this Article in administering the test.
2. The grievance shall not involve any disputes regarding the points awarded on any component of the test, other than the accuracy of the mathematical computation of the points awarded.

#### **9. Order of Selection**

The order of selection on a promotional register shall be as specified in Section 20(d) of the Act. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in Article VIII of this Agreement.

#### **10. Maintenance of Promotional Lists**

Final eligibility lists shall remain valid and unaltered for a period of three (3) years. The Employer shall take all necessary steps to ensure that the Board of Fire and Police Commissioners maintain in effect current eligibility lists so that promotional vacancies are refilled not later than ninety (90) days after the occurrence of the vacancy.

### **ARTICLE XIV** **RULES AND REGULATIONS**

#### **SECTION 14.1 COMPLIANCE AND REVIEW**

The Union agrees that it and its members shall comply, in full with all Fire Department Rules and Regulations, Practices and Procedures that are not in conflict with the provisions of this Agreement.

**ARTICLE XV**  
**SAVINGS CLAUSE**

If any provisions of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations.

**ARTICLE XVI**  
**DURATION AND RENEGOTIATIONS**

**SECTION 16.1 DURATION AND NOTICE**

This Agreement and each of its provisions shall be effective upon the first pay cycle post signature by both parties and shall continue in full force and effect until April 30, 2028, and thereafter unless either party shall notify the other in writing by certified mail, one hundred twenty (120) days prior to the anniversary date of this contract, that it desires to modify and/or amend this agreement.

**SECTION 16.2 NEGOTIATIONS**

Negotiations shall commence sixty (60) days after any notice of intent to modify and shall continue until an agreement is reached. The parties may extend the negotiations period by mutual written consent. This contract shall continue in effect during any negotiations for a successor Agreement.

**SECTION 16.3 IMPASSE RESOLUTION**

In the event that disputed items cannot be resolved during the negotiations period, all disputed items shall be submitted to mediation as procedurally provided by the Illinois Public Labor Relations Act and utilizing mediation services provided by the Federal Mediation and conciliation service.

In the event that disputed items cannot be resolved through mediation, all remaining disputed items shall be referred to a three (3) person Arbitration Panel, as procedurally provided in Section 14, of the Illinois Public Labor Relations Act.

**ARTICLE XVII**  
**RATIFICATION**

Both parties agree that when they have tentatively reached a complete agreement, they shall recommend the tentative agreement for ratification by their respective governing bodies.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures, this

the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**FOR THE UNION:**

  
\_\_\_\_\_  
President


  
\_\_\_\_\_  
Vice-President

  
\_\_\_\_\_  
Secretary-Treasurer

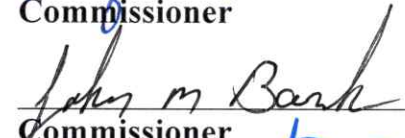
  
\_\_\_\_\_  
Trustee

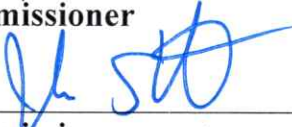
  
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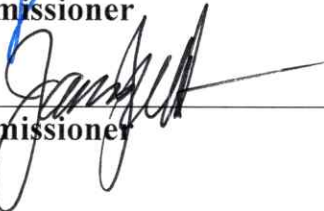
**FOR THE CITY:**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner



## APPENDIX A SALARIES AND LONGEVITY

### SECTION A. 1 BASE HOURLY RATES AND BASE ANNUAL SALARY

The following wage and salary schedules are based upon a 42-hour week: 2184 hours scheduled annually.

**Effective upon the first pay cycle post signature of this agreement by both parties.**

**\*\* Probationary Firefighter II** shall be any firefighter hired with at least two-years of full-time employment as a Firefighter at another agency and that currently holds all necessary certifications. The Probationary Firefighter II starting wage shall be midpoint of Year 0 and Year 1.

RANK/POSITION	HOURLY RATE	BASE SALARY
Firefighter Years		
0	\$26.60	\$58,094.40
1	\$31.54	\$68,883.36
2	\$31.54	\$68,883.36
3	\$31.54	\$68,883.36
4	\$31.54	\$68,883.36
5	\$32.00	\$69,888.00
6	\$32.00	\$69,888.00
7	\$32.00	\$69,888.00
8	\$32.00	\$69,888.00
9	\$32.00	\$69,888.00
10	\$32.80	\$71,635.20
11	\$32.80	\$71,635.20
12	\$32.80	\$71,635.20
13	\$32.80	\$71,635.20
14	\$32.80	\$71,635.20
15	\$33.62	\$73,426.08
16	\$33.62	\$73,426.08
17	\$33.62	\$73,426.08
18	\$33.62	\$73,426.08
19	\$33.62	\$73,426.08
20	\$34.29	\$74,889.36
21	\$34.29	\$74,889.36
22	\$34.29	\$74,889.36
23	\$34.29	\$74,889.36
24	\$34.29	\$74,889.36
25	\$34.98	\$76,396.32
26	\$34.98	\$76,396.32
27	\$34.98	\$76,396.32
28	\$34.98	\$76,396.32
29	\$34.98	\$76,396.32
30	\$34.98	\$76,396.32



The Lieutenant's Annual Base salary is equal to the Firefighter's annual base salary plus eight percent (8%).

The Captain's Annual Base salary is equal to the Firefighter's annual base salary plus seventeen percent (17%).

The Assistant Chiefs Annual Base salary is equal to the Firefighter's annual base salary plus twenty percent (20%).

**Effective May 1, 2025 to April 30, 2026:**

All Base Hourly Rates of Pay shall be increased by four percent (4%).

**Effective May 1, 2026 to April 30, 2027:**

All Base Hourly Rates of Pay shall be increased by four percent (4%).

**Effective May 1, 2027 to April 30, 2028:**

All Base Hourly Rates of Pay shall be increased by three and a half percent (3.5%).

### SENIORITY LIST

<u>Employee</u>	<u>Hire Date</u>	<u>Years Completed</u>
Mike Boyd	08/04/95	28
Leo Whitehead	04/02/97	27
Chad Schmid	07/11/99	25
Jesse Burford	06/29/03	21
Sean Walsh	07/01/03	21
Lyndon Perzee	05/02/05	19
Steven Williams	01/06/07	17
Bart Gwaltney	01/04/09	15
Cody Gebhart	01/05/09	15
Ben Wilson	01/06/09	15
Mike McAnelly	01/11/10	14
Aaron Pritchett	05/11/10	14
Greg Robinson	08/15/10	13
Anthony Stotlar	08/17/10	13
Scott Lockart	10/01/14	9
Brock Whitehead	03/21/19	5
Hunter Odum	11/26/19	4
Colton Griffey	09/03/20	3
Ben Schultz	06/26/22	2
Peyton Barnett	09/26/22	1
Dakota Upchurch	10/25/22	1
Grady Powell	11/07/22	1
Eli Harlan	06/19/23	1
Josh Haynes	06/21/23	1
Hunter Rishel	04/28/24	0
Dalton James	05/05/24	0
Patrick McCowen	05/12/24	0

**APPENDIX B**  
**DRUG AND ALCOHOL POLICY**

**Section B.1 Policy, Purpose and Goal**

A. Statement

1. Both the Union and the Employer recognize that an employee's impairment due to illegal drug usage and/or alcohol usage as threats to the public safety and welfare and to the employees of the Fire Department. It is the policy of the Employer that, and the public has the reasonable right to expect, persons employed by the Employer to be free from the effects of drugs and alcohol. The Employer has the right to expect their employees to report to work fit and able for duty. The purpose of this policy is for the Employer to take the necessary steps, including drug and/or alcohol testing, to eliminate illegal drug/alcohol usage, and/or impairment or intoxication while on duty.
2. Nothing contained in this Policy shall be construed as prohibiting the Employer from taking disciplinary action, up to and including discharge, against an employee for their conduct, which occurred while they were on duty and under the influence of alcohol, illegal drugs, or controlled substances, if absent the influence of drugs or alcohol, such conduct was a just cause basis for disciplinary action under normal circumstances.

B. Definitions: Impairment

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

C. Prohibitions

Employees shall be prohibited from:

1. Consuming or possessing alcohol or consuming, possessing, selling, purchasing, or delivering illegal drugs at any time during the workday or anywhere including on an Employer premises or job sites, including all Employer buildings, properties, vehicles, and the employee's personal vehicle while engaged in the business of the Employer.
2. Being convicted for illegally consuming, using, possessing, selling, purchasing, or delivering any illegal drug or controlled substance, at any time on or off duty.
3. Being impaired, as defined, during the course of the workday due to the use of alcohol or illegal drugs.
4. Failing to report to their supervisor any known adverse side effects

of medication or prescription drugs, which they are taking.

### **Section B.2 Informing Employees Regarding Drug Testing**

All employees will be fully informed, in writing, of the Employer's drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on the job performance. In addition, the employer will inform the employees of how the tests are conducted, how well the tests perform, when the test will be conducted, what the test can determine, and the consequences of testing positive for drug/alcohol use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested until this information is provided to him/her.

### **Section B.3 Drug and Alcohol Testing Permitted**

#### **A. When a Test May be Compelled;**

Random testing of an employee may be administered under the following conditions:

1. Request for the random testing shall be made on the employee's regularly scheduled duty day.
2. Employees shall be divided into three pools. These pools shall consist of a number of employees approximate to 1/3 of the total work force of the City of Marion. From each pool a maximum of 6% of the employees shall be randomly selected quarterly.
3. There shall be no across-the-board or random drug testing of employees except as specifically provided for in this Article. Where there is reasonable suspicion to suspect that an employee is under the influence of drugs/alcohol and is impaired while on duty, that employee may be required to report for drug testing. When a Fire Department supervisor has reasonable suspicion to suspect that an employee is impaired, that supervisor shall consult the Fire Chief to confirm that suspicion. If the suspicion is confirmed, the Union shall be notified, and the Fire Department shall arrange for the drug/alcohol test. Management shall inform the employee being ordered to submit to the test of his/her right to consult with a Union Officer or Representative, within two (2) hours before submitting to the test.

The foregoing shall not limit the right of the employer to conduct such test as it may deem appropriate for persons seeking employment as fire fighters prior to their date of hire.

#### **B. Reasonable Suspicion Standard**

Reasonable suspicion exists if specific objective facts and circumstances warrant rational inferences that a person is using and/or is physically or mentally impaired due to being under the influence of alcohol or controlled substances. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of the use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substances.
2. Information provided by an identifiable, reliable, and credible source(s) of which is independently corroborated.

#### **Section B.4 Order to Submit to Testing**

At the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice of the order, setting forth all the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted a reasonable period of time not to exceed two (2) hours to consult with a representative of the Union at the time the order is given. No questioning of the employee shall be conducted that is not consistent with the "Fireman's Disciplinary Act." Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

#### **Section B.5 Conduct of Test**

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

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act and is accredited by the National Institute of Drug Abuse (NIDA).
- B. Ensure that the laboratory or facility selected conforms to all NID A standards by the presentation of current NIDA certifications.
- C. Use tamper proof containers, have a chain of custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to the Union upon a reasonable notice. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such results available to the Union upon request. All testing shall be by chemical analysis of a urine sample by gas chromatography/mass spectrometry (GC/MS). At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.
- D. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient

amount to be set aside reserved for later testing if requested by the employee. Only qualified medical personnel, who are not employees of the Employer, shall draw Blood samples.

- E. Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where there is reasonable suspicion that the employee has attempted to compromise the accuracy of the testing procedure. If the employee is unable to provide a sample, he/she will be kept under direct supervision until the sample is provided.
- F. Confirm any sample that test positive in the initial screening for drugs by testing the second portion of the sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided that the laboratory or facility selected conforms to all NIDA standards by the presentation of NIDA certification and provided the employee notifies the Chief within seventy-two (72) hours of receiving the results of the tests.
- H. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmatory test are positive for a particular drug. The parties agree that should the Employer inconsistent with the understanding expressed herein obtains any information concerning such testing or the results thereof, the Employer will not use such information in any manner or forum adverse to the employee's interests.
- I. Require that with regard to alcohol testing, for the purpose of determining whether the employee is impaired due to the use of alcohol, the Alcohol Tests Standards contained in Section B.12 of this Article is used to determine a positive test. (Note: the foregoing standards shall not preclude the Employer from attempting to show that test results in the blood alcohol ranges listed under No Presumption of impairment in the table contained in Section B.12 of this Article demonstrate that the person was impaired due to being under the influence of alcohol, but the Employer shall bear the burden of proof in such cases).
- J. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;

records concerning positive test results of an employee will be maintained confidential in the personnel file.

- K. Ensure that no fire fighter is the subject of any adverse employment action except emergency temporary reassignment with pay or relieved from duty with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.

## Section B.6 Drug Testing Standards

### A. Screening Test Standards

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	Initial Test Level
Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

### B. Confirmatory Test Standards

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis. Concentrations, which exceed the linear region of the standards curve, shall be documented.

#### Confirmatory Test Level

Marijuana metabolites 1	15 ng/ml
Cocaine metabolites 2	150 ng/ml
Opiates: Morphine Codeine	300 ng/ml
	300 ng/ml
phencyclidine	25 ng/ml



Amphetamines:	500 ng/ml
Amphetamine	
Methamphetamine	500 ng/ml
1 Delta-9-tetrahydrocannabinol-9-carboxylic acid	
2 Benzoylcegonine	

### **Section B.7 Right to Contest**

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure.

If the test is confirmed positive, the employee will be notified and will be given the opportunity to present evidence and/or information that the positive test resulted from prescribed or over-the-counter drugs, or that special circumstances may have affected the test results. The employee may be requested to sign a release of information in the event that a physician need be contacted for clarification or verification. In the event the evidence shows that the positive test results arose solely from these circumstances, no disciplinary action will be taken against the employee.

### **Section B.8 Voluntary Requests for Assistance**

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the employer may require re-assignment of the employee with pay or relieve the employee from duty with pay if he is then unfit for duty in his current assignment. The Employer shall make available through an Employee Assistance Program (EAP) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential, and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except re-assignment as described above. No employee shall be relieved or transferred to other than his usual duties on the basis of voluntary request for assistance although the employee may be reevaluated for his duty assignment. When undergoing treatment and evaluation employees shall receive their usual compensation and fringe benefits. In the event that an employee is undergoing treatment, which requires the employee to be absent from regular duty assignments, the employee shall utilize his accumulated paid leave benefits or use unpaid leave.

Employees who are taking prescribed or over-the-counter medication that has an adverse side effect, which interferes with the employee's ability to perform his/her normal duties, may be temporarily reassigned with full pay to other more suitable duties or be required to use accumulated sick leave.



## **Section B.9 Discipline**

The Employer understands that alcohol and drug addiction is considered a disease by the American Medical Association. The Employer will consider this point, as well as the employee's willingness to seek and accept help for the addiction, in evaluation of disciplinary actions.

All discipline in situations involving a positive drug/alcohol test shall be administered as specified below:

### **A. First Positive**

In the first instance that an employee tests positive on the confirmatory test for drugs or is found to be impaired due to the use of alcohol, the employee shall not be subject to discipline, provided that the employee agrees to:

1. Undergo appropriate treatment as determined by the physician(s) and appropriately certified medical and/or psychological professional(s) involved.
2. Discontinue use of illegal drugs or abuse of alcohol.
3. Complete the course of treatment prescribed, including an "after-care" group for a period up to twelve (12) months.
4. Submit to random testing during working hours the period of "after-care" treatment.

Employees who do not agree to the foregoing, shall be subject to discipline, up to and including discharge. The Employer may use the positive test as evidence of impairment. Such evidence shall not be deemed to be conclusive, nor shall it preclude the introduction of other evidence on the issue of impairment. Except however, a positive test for alcohol as to whether the employee is impaired shall be as provided in Section 12 of this Article.

### **B. Second Positive**

Employees who are impaired due to drugs or alcohol during their working hours on two (2) occasions shall be discharged, and the penalty shall not be subject to the grievance procedure and neither an arbitrator nor the Board of Fire and Police Commissioners shall have the authority to review or modify the penalty. An employee who tests positive for the presence of drugs or alcohol during their hours of work on two (2) occasions but, nevertheless, are not impaired may be suspended for no more than eight (8) duty days, but only if the employee agrees to continue treatment and to the other conditions of such suspension as specified above.

C. Third Positive

Employees who test positive for the presence of drugs or alcohol a third time but who are not impaired shall be discharged and the penalty shall not be subject to the grievance procedure and neither an arbitrator nor the Board of Fire and Police Commissioners shall have the authority to review or modify the penalty.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if its appropriately determined (i.e. determination by an independent physician and/or appropriately certified medical and/or psychological professional) that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment.

**Section B.10 Cost and Expenses**

The employee shall be compensated for all time lost from work as a result of the order to take the test; in addition, the employee shall be compensated at the employee's straight time hourly rate for all hours in excess of their scheduled workday that the employee is involved in activities as a result of the order to take the test.

The Employer shall provide health insurance coverage that includes an EAP program and/or subsequent treatment subject to any deductibles and coinsurance payment. The insurance should provide for both outpatient and in-patient treatment depending on the appropriate course in each employee's case. The in-patient treatment covered shall be of at least thirty (30) days duration.

If the nature of the EAP or treatment program (e.g., out-patient treatment) allows the employee to continue to work during the treatment, the Employer shall maintain the individual's previous employment status. If an employee participates in an in-patient program, which precludes continued employment, the employee shall be granted a leave to do so. At the end of the leave, the employee shall be returned to his former position with no loss of seniority and accumulated benefits. An employee may use accumulated sick or disability benefits during the period of his treatment leave.

Nothing in this Section shall prevent an employee from seeking treatment or taking a treatment leave more than one time in a calendar year.

**Section B.11 Savings Clause**

The parties agree that this policy and an Employee Assistance Program (EAP) shall not diminish the rights of individual employees under state and federal laws relating to drug testing, nor to an employee's right to utilize the grievance and arbitration

procedures of the collective bargaining agreement, except otherwise herein specifically provided.

#### **Section B.12 Alcohol Test Standards**

The following table shall be used to determine what concentrations of blood alcohol constitute a test result, in that an employee will be presumed to have been impaired.

Elapsed Time Since Employee Has Begun Workday to Time the Employee Gives the Blood	Considered Unimpaired	No Presumption*	Presumed to Have Been Impaired
0 Hour - 1 Hours	.04 or less	.04 but <.08	.08 or more
1 Hour - 2 Hours	.03 or less	.03 but <.07	.07 or more
2 Hours - 3 Hours	.02 or less	.02 but <.06	.06 or more
3 Hours - 4 Hours	.01 or less	.01 but <.05	.05 or more
4 Hours - 5 Hours	.00 or less	.00 but <.04	.04 or more
5 Hours - 6 Hours	.00 or less	.00 but <.03	.03 or more
6 Hours - 7 Hours	.00 or less	.00 but <.02	.02 or more
7 Hours - 8 Hours	.00 or less	.00 but <.01	.01 or more
8 Hours - 9 Hours	.00 or less		

Percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 cubic centimeters of blood.

\*The foregoing table of standards shall not preclude the Employer from attempting to show that test results in the blood alcohol ranges listed under No Presumption of impairment demonstrate that the person was impaired due to being under the influence of alcohol, but the Employer shall bear the burden of proof in such cases.

**Appendix C:**

Illinois General Assembly - Full Text of Public Act 093-0411

Public Act 93-0411

HB0988 Enrolled

LR2093 05742 ROE 05835 b

AN ACT in relation to public bodies.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

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

Section 5. Definitions. In this Act:

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

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

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

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the appointing authority may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

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

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

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

#### Section 10. Applicability.

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

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

(c) A home rule or non-home rule municipality may not administer its fire



department promotion process in a manner that is inconsistent with this Act This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the State.

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

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

(2) The negotiation by an employer and an exclusive bargaining representative of clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees who are members of bargaining units.

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

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

#### Section 15. Promotion process.

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

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

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

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established

eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act.

#### Section 20. Promotion lists.

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

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

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

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest-ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest-ranking person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest-ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure

in effect covering the employee.

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

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

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

(e) This Section 20 does not apply to the initial hiring list.

#### Section 25. Monitoring.

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

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

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



requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

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

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

Section 33. Written examinations.

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

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

may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

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

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

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

#### Section 40. Seniority points.

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

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

#### Section 45. Ascertained merit.

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

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

Section 50. Subjective evaluation.

- (a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.
- (b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application.
- (c) Where chief's points or other subjective methods are employed that are not amenable to monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the time of the test.
- (d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review, and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.
- (e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled.

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

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

Section 63. Violations.

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

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

Section 900. The State Mandates Act is amended by adding

Section 8.27 as follows:

(30ILCS 805/8.27 new)

Sec. 8.27. Exempt mandate. Notwithstanding 6 and 8 of this Act, no reimbursement by the State is required for the implementation of any mandate created by this amendatory Act of the 93rd General Assembly

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

Effective Date: 08/04/03