

**LABOR CONTRACT
BETWEEN**

**THE CITY OF HERRIN
ILLINOIS
A MUNICIPAL CORPORATION**

AND

**THE HERRIN FIREFIGHTERS UNION
LOCAL NO. 3251
OF THE
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
AFL-CIO, CLC.**

**MAY 1, 2022
TO
APRIL 30, 2026**

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**ARTICLE I
PREAMBLE**

This agreement is entered into by and between the CITY OF HERRIN, an Illinois Municipal Corporation, hereinafter referred to as the Employer, and the HERRIN FIREFIGHTERS' UNION, Local No. 3251, of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC, hereinafter referred to as the Union; its full-time members hereinafter referred to as employees.

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 which 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 Herrin Fire Department, including but not limited to the positions of Fire fighter and Captain, excluding the Assistant Fire Chief and 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 other terms and conditions of employment.

**ARTICLE III
UNION SECURITY**

SECTION 3.1 MAINTENANCE OF MEMBERSHIP AND AGENCY SHOP

In light of *Janus vs. 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 3.2 PAYROLL DEDUCTIONS OF DUES

A. During the term of this Agreement, the employer agrees to make a payroll deduction the first pay period of each month of Union dues, proportionate fair share fees, initiation fee, and assessments, in the amount certified to be current by those employees covered by this agreement. The total amount of the deduction shall be remitted to the Union on the first pay period of the month.

B. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and to the Union during the thirty (30) days prior to the expiration of the contract.

SECTION 3.3 INDEMNIFICATION

The Union shall indemnify and hold harmless the Employer against any and all claims, suits or judgments brought or issued against the Employer as a result of any action taken pursuant to the check-off provision, that the Employer has not promoted or instigated such challenge.

ARTICLE IV NO STRIKE AND NO LOCKOUT

A. NO STRIKE COMMITMENT. Neither the Union nor any Employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful, and proper performance of the duties of employment. No Employee while on duty shall refuse to cross any picket line, by whosoever established.

B. NO LOCKOUT COMMITMENT. The Employer agrees not to lock out the bargaining unit employees during the term of this Agreement.

ARTICLE V HOURS OF DUTY

SECTION 5.1 PLATOON DUTY

A. The workday for the bargaining unit 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 24 consecutive hours on duty followed by 48 consecutive hours off duty.

B. On duty hours will begin at 7:30 a.m. and terminate the following day at 7:30 a.m.

C. The work week for bargaining unit Employees shall consist of 53 hours of duty per week. Any time over 53 hours per week will be paid at the Employees overtime rate. For the purpose of the Fair Labor Standard Act, 3 hours each week will be paid to the employee at his overtime rate. A 27-day work period shall be established for all bargaining unit employees.

SECTION 5.2 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 rates as provided in this Agreement.

**ARTICLE VI
WAGES AND RATES OF PAY**

SECTION 6.1 ANNUAL SALARY SCHEDULE

The City of Herrin and Local 3251 have agreed to enter a 2-tier pay scale. This agreement will only affect section 6.1, Section 11.10, "Appendix A", and Wage Rates/Longevity of the contract. Both sides agree that all employees hired after July 12, 2021, will be paid, and continued to be paid as negotiated in "Appendix A Tier 2 salary schedule" of the contract. All Tier 1 members, as listed below, will be paid as per "Appendix A" Tier 1.

- A. 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".
- B. The annual salaries of the members of the bargaining unit that are hired after July 12, 2021, will be paid pursuant to the "Tier 2 salary schedule" that is attached to "Appendix A".
- C. "Tier 2 salary schedule" (Employees hired after July 12, 2021) shall be paid \$3.00 an hour less than Tier 1 "Appendix A"

Further, both sides agree that in any further negotiations and subsequent contracts, the amount of raise and longevity will be the same for both Tier 1 and Tier 2 (i.e., if Tier 1 receives a raise of \$.50 then Tier 2 will also receive a raise of \$.50 and vice versa). The same will apply to a raise if based on percentage.

The following members of Local 3251 will have the sole authority in negotiating any and all changes in these sections as it pertains to their wages, as long as they are employed by the City of Herrin. No changes may be made to these sections unless a majority of the following members agree to the changes.

Tier 1 members:

| | |
|---------------|-----------------|
| Jack Coriasco | Larry Blake |
| Roger Yates | Thadra Colombo |
| Larry Jackson | William Simmons |
| Matt Pursell | Zach Carr |
| Ryan Rash | Paul Haynes |

SECTION 6.2 OVERTIME RATE

The overtime rate shall be paid for all overtime worked at the rate of one and one half (1½) times the Employees regular hourly rate.

SECTION 6.3 ACTUAL TIME WORKED

Employees held over beyond their normal quitting time shall be paid for the time worked at the Employee's overtime rate. Employees recalled to duty once relieved for emergency purposes shall receive a minimum of three (3) hours pay. Subsequent calls within the three (3) hours will not constitute another call. Time worked past the minimum will be paid for time worked. Employees called in for non-emergencies shall be paid for time worked.

SECTION 6.4 ON CALL DUTY

It shall be the duty and responsibility of any Employee who is on-call pursuant to this section of this Agreement to respond to calls in a timely manner which shall generally be considered not later than 20 minutes under normal conditions after first being called. The Employee must respond in order to receive compensation.

Optimum coverage for the on-call will consist of two qualified firefighters. This coverage will be met by using the following steps:

1. The employees who are working will be asked if they will cover the on-call duty the following day.
2. If optimum coverage is not met, the employees who are off on the day in question will be called by seniority and asked if they will cover the on-call duty.
3. If all the Employees have turned down the on-call duty, the Employer reserves the right to issue the on-call duty to an Employee(s) so that optimum coverage is met.
4. This will be done by utilizing a turn sheet. The Employee(s) from step 1 who is at the top of the list will be responsible to see that the on-call duty is covered.
5. The Employee used in step 4 will then be moved to the bottom of the turn sheet.

Compensation shall be paid to Employees serving on-call so that after 216 hours of on-call duty an Employee shall earn 24 hours of "on-call" compensatory time or \$350.00. It shall be the choice of the Employee as to which form of compensation they shall receive. No Employee shall have more than 144 hours of on call compensation time credited to their account. When the limit of 144 hours is reached the Employee will receive the payment of \$350.00 for any further compensation due. "On-call comp" days shall be scheduled by the employee so that no overtime is paid by the city. "On-call comp" shall be scheduled in a minimum of 8-hour increments.

SECTION 6.5 MANDATORY OFF DUTY RATE

Any Employee required to attend in house schooling, training, or other activities, on his/her off duty time will be compensated at one and one half (1½) times the basic rate of pay.

Compensatory time may be paid in lieu of overtime payment if the employee in his/her discretion so elects. Compensatory time will be calculated at the same rate as overtime pay. Permission to use comp time shall not be unreasonably denied by the Fire Chief if operational requirements will not be adversely affected.

SECTION 6.6 EDUCATIONAL PAY

In addition to the wages established by this agreement, the employer agrees to pay each employee for four (4) fire service-related certificates earned. No course or program will be taken without the prior approval of the Fire Chief. The amount of educational pay for contract year 2022/2023 shall be \$75.00 per month for Advanced Firefighter, \$75.00 per month for EMS First Responder or a higher EMS certificate, and \$75.00 per month for any third and fourth certificate (max of \$300.00 per month), for contract year 2023/2024 and beyond shall be increased to \$100.00 per certificate (max of \$400.00 per month), to be approved by the Fire Chief, including but not limited to Instructor I, Instructor II, Fire Apparatus Engineer, Vehicle & Machinery Operations, Vehicle & Machinery Technician, Fire Investigator, Hazardous Materials Operations, Hazardous Materials Technician, and any other State Certificate.

SECTION 6.7 WORKING OUT OF CLASSIFICATION

With the creation of the Lieutenants position, the city agrees to maintain 1 captain and 1 lieutenant assigned to each shift. In the event that the captain and lieutenant are both off at the same time, one officer position must be filled with an officer from the officer overtime turn sheet. Lieutenants who must work or carry out the duties of the captain will not be eligible to receive "Captains Pay," they will receive their regular Lieutenants pay (5% increase).

SECTION 6.8 FRONTLINE DEFERRED COMPENSATION PROGRAM

Employees of Local 3251 shall be afforded the option of entering a retirement program governed by the Internal Revenue Code 457. It is understood the City will make available the IAFF Financial Corporation 457 Plan that bargaining unit members will participate in. The City of Herrin agrees to make a monthly contribution of \$100.00 for each Employee. The Employee has the option to have the Employer deduct an additional amount of money from their bi-weekly paycheck (pre-tax), which will be added to their account. Bargaining unit members will be entitled to transfer 457 plan assets to the plan of choice without penalty.

**ARTICLE VII
PAID LEAVES OF ABSENCE**

SECTION 7.1 VACATION

Vacation shall be earned annually based on the following schedule:

1 through 7 years receives 144 hours vacation

over 7 years receives 216 hours vacation

One (1) additional 24-hour shift vacation per year shall be added for each year of service over (7) years with the city. A maximum of 432 hours shall be all an Employee can earn for any one year regardless of years employed.

Any Employee who is separated from the Fire Service shall be compensated in cash for all unused vacation accumulated, at the rate of pay at the time of separation. In the case of the 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 except as noted in section 7.1A.

During the 2 pay periods in April, the employee has the option to sell back unused vacation days from the current year. The employee may not sell back more than a total of 3 days for the fiscal year. Days sold will be paid at full value (24 hours X hourly rate).

Vacation shall be taken at the rate of not less than 8 hours at a time. Only one employee per shift shall be scheduled off on vacation. Seniority shall determine the preference and the selection of vacation.

SECTION 7.1A CARRY-OVER OF VACATION

The Employee may carry accrued vacation credit from year to year if vacation is cancelled through no fault of the Employee.

SECTION 7.2 PERSONAL DAYS

After six (6) months employment all Employees covered under this Agreement shall receive 72 hours personal time per year, non-accumulative.

SECTION 7.3 HOLIDAYS

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

| | |
|------------------|---------------------------|
| New Year's Day | Veterans Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving |
| Independence Day | Christmas Eve |
| Labor Day | Christmas Day |
| Presidents Day | New Year's Eve |

Plus, any days designated as City-wide holidays by the Herrin City Council, or any holiday or other day off with pay granted to any other bargaining unit employed by the city. Employees of the Herrin City Library, the Herrin Civic Center, and Herrin City Hall are specifically excluded as "bargaining units" for purposes of this section.

SECTION 7.4 HOLIDAY PAY

A. As each of the Holidays listed in section 7.3 occurs, each Employee shall receive 16 hours compensation. Such compensation shall not be granted if the Employee is on unpaid leave of absence, suspension, or other unapproved leave on the day of the Holiday. Employees on approved sick leave on the day of the Holiday may be required to present verification of their illness if there is evidence of abuse.

B. Members covered under this Agreement that are scheduled for a regular day of work with the above referenced holiday shall also be paid sixteen (16) hours holiday pay at the Employees overtime rate of pay in addition to 8 hours at the regular rate of pay. For purposes of this article, time of a holiday shall be from 0730 hours to 2359 hours on the day of the holiday.

C. Employees working from 0001 hours to 0730 hours shall be compensated as per paragraph A above.

SECTION 7.5 SICK AND INJURY LEAVE

A. Accumulated sick leave days may be used for non-duty related illnesses, injury, or disability of the employee. This sick leave shall be used only for actual illness or injury and any abuse of sick leave shall subject the employee to disciplinary action. An Employee who is absent for more than 24 consecutive hours of duty due to sick leave may be required to present a doctors slip so as to be entitled to pay for those days missed. This will be left to the discretion of the Fire Chief.

An Employee may also use sick leave for illness or injuries which affect members of the Employees family who reside within the Employees household. "Illnesses or injuries" shall be construed to mean those maladies which require the care of a physician and/or relate to hospitalization. The same guidelines as stated above will apply.

B. Rate of accumulation. Twenty-four (24) hours per month shall be granted to all full-time Employees for the use of sick leave. Employees shall earn twelve (12) shifts per year which shall be allowed to accumulate. New employees shall earn sick leave after six (6) months of service.

C. Sick Leave Rebate. Upon an Employee's employment anniversary, they may sell back to the Employer all or a portion of the unused sick leave accumulated during the previous year. Such right shall be exercised within two (2) weeks of said anniversary date. The amount paid for such unused time shall be one-half($\frac{1}{2}$) of the Employees current pay rate.

Upon retirement, an Employee may sell back all of their accumulated and unused sick days to the Employer at the rate of one-half ($\frac{1}{2}$) of the Employees rate of pay.

D. Workmen's Compensation Rules. The Employer will adhere to the rules and regulations granted Employees injured or becoming ill, under and by State Statue through the Workmen's Compensation Act.

SECTION 7.6 BEREAVEMENT PAY

A. Term of Bereavement Leave. All employees covered under this Agreement shall be allowed bereavement leave without loss of pay not to exceed one (1) day beyond the date of burial of an immediate family member. This may be extended up to one (1) week at the discretion of the Fire Chief. Bereavement leave for other family members may be granted by the Fire Chief as needed.

B. Definition of immediate family. A member of the immediate family shall be defined to be any Employee's mother, father, wife, husband, daughter, son, (including step or adopted) sister or brother (including half or step) father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or legal guardian.

SECTION 7.7 EDUCATIONAL LEAVE

Employees may be granted paid leaves of absence at the Employees regular rate of pay 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 approval of the Fire Chief.

SECTION 7.8 UNION BUSINESS

Employees elected or appointed to represent the Union shall be granted time to perform their Union duties relating to grievance procedures and contract negotiations without loss of pay.

Two (2) members of the Union negotiating team shall be allowed time off for all meetings which shall be mutually set by the Employer and the Union.

SECTION 7.9 COURT LEAVE

When an Employee is required to appear in front of the court on subject matter related to the Employer, he will do so without loss of pay. If required to do so while off-duty the Employee will be compensated at the Employees overtime rate. Which is 1½ times the regular rate of pay.

SECTION 7.10 MILITARY LEAVE

Any Employee covered by this Agreement who is a member of a reserve unit or National Guard unit of the Armed forces of the United States or of the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence without pay for the period of activity and shall suffer no loss of seniority rights. Employees who are called up for two (2) weeks active-duty training may take a leave of absence without pay or take the option of using their accrued vacation time.

The City will provide Employees Military Leave Rights (including any mandatory or adjusted wage payments) pursuant to Federal and State Law. Further, unless otherwise required by law, time spent in military duty, including weekend duty, shall not be used for calculation of overtime unless the Employee uses vacation and/or compensatory time.

ARTICLE VIII SENIORITY RIGHTS

SECTION 8.1 DEFINITION

Seniority means an employee's length of continuous service since their last date of hire with the Fire Department. If more than one person is hired on the same day, they shall be placed on the seniority list according to their position on the eligibility list from which they were hired.

SECTION 8.2 PROBATION PERIOD

New employees shall serve a probationary period of one (1) year. Any new Employee may be discharged for just cause during the probationary period.

SECTION 8.3 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 on a voluntary basis, according to the overtime logbook. When an Employee is needed for what is thought to last three (3) hours or less, one of the on-call men should be called in.

"24-hour OT Shift List" - turn sheet to fill a 24-hour overtime shift. This would be an actual turn sheet. No hours will be tabulated. The current rules in the overtime policy would apply as to not getting moved down if you had accrued time off on the calendar the shift before or after and you turn down the OT. If you do not have time on the calendar and turn down the OT, you would move to the bottom of the turn sheet.

"Call-in OT List" - turn sheet for anything over 3 hours but less than 24 hours. (Less than 3 hours would go to this sheet also if on-call doesn't cover). This list shall be established and 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 sheet. Additionally, employees that refuse offered overtime shall be credited with the same number of hours as offered on the turn sheet. The same rules would apply as above regarding if accrued time off was previously written on the calendar.

MUST always have an officer on duty.

Officers will be on both OT turn sheets.

There will be a separate turn sheet of just officers for if an officer position needs to be filled. This turn sheet will work the same as the 24-hour OT turn sheet.

For all new turn sheets that have hours tabulated, only OT hours will be counted. They will no longer include training hours, etc.

The overtime logbook will be kept in the following manner:

1. Overtime hours will be kept in the overtime logbook. All overtime will be recorded in the regular call-back book, and will be updated as needed, by an employee appointed by the chief.

2. Overtime hours are cumulative. The person with the least amount of hours will be the first called.

3. In the event of a tie, the person with the most seniority shall be called first.

4. If the person called turns down the work, they will be charged for the hours and the next employee with the least amount of overtime hours will be called and so on down the list.

5. When contacting an employee for overtime duty they will be given 6 rings of the telephone, if no one answers then the next person with the least amount of overtime will be called next until the list is exhausted.

6. When a new Employee is hired, they will be awarded the same number of hours equal to the Employee with the most overtime hours.

The Employer reserves the right to make overtime assignments when Employees are not available and/or when a special need of the Employer exists. In the event that no Employees are available, the Employer will utilize a turn sheet to determine who will work the overtime.

In the event of mismanagement of the overtime logbook the employer reserves the right to regain control of it.

SECTION 8.4 LAY-OFF AND RE-CALL

In the event it becomes necessary to lay-off Employees for economic reasons, Employees shall be laid-off in the inverse order of their seniority. No new Employees shall be hired to perform or permitted to perform those duties normally performed by a member of the bargaining unit while a member is on lay-off status.

In the event that a lay-off occurs and the need arises for a fill in on a shift, the laid off Employee with the most seniority will be given the opportunity to work the shift or shifts.

**ARTICLE IX
GRIEVANCE PROCEDURE**

SECTION 9.1 DEFINITION

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

SECTION 9.2 PROCEDURE, STEPS, AND THE 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 with the Fire Chief or his designee within ten (10) business days 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 ten (10) 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 of the final decision in step 1 becoming known to the Employee. 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 and/or their designee shall meet and discuss the grievance within five (5) business 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 their designee shall give the employer's written answer to the Employee within five (5) business days following their meeting.

STEP 3. If the grievance remains unsolved within five (5) business days after the reply of the mayor or their designee is due, either party may, by written notice to the other party invoke arbitration.

SECTION 9.3 ARBITRATION

If the grievance is not settled by utilizing STEP 3, the Federal Mediation and Conciliation Service (FMCS) shall be requested by both parties to submit an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois. Both the Employer and the Union shall have the right to strike three (3) names from the list. The parties, by toss of a coin, shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice, and the remaining named person shall be the arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

The arbitrator shall convene within three (3) days after being selected as above set forth. The arbitrator shall give each of the parties involved full opportunity to present its position on the specific grievance and promptly render his/her decision.

SECTION 9.4 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 or 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 9.5 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 the parties.

SECTION 9.6 PROCESSING AND THE 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 9.7 PROCESSING GRIEVANCES

Employees selected 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 which do not interfere with City operations.

ARTICLE X SAFETY, HEALTH, AND WELFARE

The Employer and the Union agree that in the interest of efficient management and harmonious Employee relations, that meetings be held at the request of either the Union or the Employer. Such 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 meeting and expressly providing the agenda for such a meeting. Such meetings and locations if mutually agreed upon, shall be limited to

1. Discussion on the implementation and general administration of this Agreement.
2. A sharing of general information of intent to the parties.
3. Notifying the Union of change in conditions of employment contemplated by the employer which may affect the employees.
4. Items concerning safety issues.

A. 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 meetings nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

B. Attendance at Labor Management Meetings. Attendance at labor Management meetings shall be voluntary on the Employee's part and attendance during such meetings shall not be considered working time for compensation purposes. Normally three (3) persons from each side shall attend these meetings, schedules permitting.

SECTION 10.1 PROTECTIVE CLOTHING AND EQUIPMENT

The Employer shall furnish and thereafter maintain at no cost to the Employee all respiratory apparatus, gloves, helmets, protective clothing, and other protective equipment, such as personal alarm devices, or personal floatation devices, necessary to preserve and protect the safety and health of fire fighters.

All protective clothing and equipment shall meet the regional community standards, whether now-existing or hereafter promulgated during the term of this Agreement, that provides the Employee protection from among federal, state, provincial or voluntary consensus standards commonly found in the regional community.

The Employer agrees that all new purchases of self-contained breathing apparatus shall be only of open-circuit positive pressure self-contained breathing apparatus.

Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform major maintenance and/or major repairs on self-contained breathing apparatus.

SECTION 10.2 FIRE FIGHTER SAFETY AND HEALTH TRAINING

The Employer shall provide all employees with full and complete training in the safety and health problems of the work environment and the use and proper maintenance of protective equipment, protective clothing, respiratory apparatus, and all other protective devices. In the event of the introduction of new technology or other changes in work processes, the Employees affected shall be fully trained in all the health and safety aspects of the new procedure, work process or equipment.

SECTION 10.3 TESTING OF AERIAL DEVICES AND PUMPERS

The Employer agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices using U.L. (Underwriters Laboratory) recommended or equivalent testing procedures by an independent testing company other than the original manufacturer prior to the acceptance of a new aerial apparatus and at least once every year thereafter.

The Employer agrees to pay for the testing of all aerial and pumping apparatus. The said testing procedures shall meet all current Underwriters laboratory standards. Copy of the results shall be supplied to the Union.

The Employer also agrees to test any other appropriate piece of equipment or apparatus. In the event that both parties can not come to an agreement on the safety of a said piece of equipment, the grievance procedure described in ARTICLE IX may be invoked. When equipment or apparatus is deemed unsafe or fails testing, the Employer shall take immediate and appropriate action to correct the deficiency.

SECTION 10.4 INJURY AND ILLNESS REPORTING

The Employer agrees to maintain a record of all fire fighter deaths, injuries, and exposures. Copies of all reports shall be supplied upon their request.

SECTION 10.5 HOSPITALIZATION AND MEDICAL COVERAGE PROGRAM

The Employer will pay 100% of Employee's insurance premium. The Employer agrees to deduct an amount from the Employees paycheck to cover the monthly premium for Employee's dependents insurance.

The Employer agrees that it will maintain uniformity among all contracts within the City, as it pertains to the City of Herrin hospitalization plan. Except where such a change would be less than what is in current agreement.

The Employer shall allow one member of the bargaining unit to be appointed to the Employers insurance committee. The member of the bargaining unit shall be selected by the Union.

SECTION 10.5A INSURANCE PAY

If an Employee opts not to be covered by the insurance provided by the Employer, the Employee shall be paid 75% of the single rate of the insurance premium in their paycheck or into their 457 plan. This amount is non pensionable and will be paid on the first pay of each month.

SECTION 10.6 SUBSTANCE ABUSE TESTING

No Employee shall be ordered to submit to a blood test, or any other drug test to determine the percentage of alcohol in the blood or the presence of a controlled substance for any reason except upon reasonable suspicion that the Employee is then under the influence of alcohol or a controlled substance. The criteria for such testing will be provided in the current city Drug/Alcohol testing policy and procedures.

SECTION 10.7 PENSIONS

For the term of this Agreement, the Employer agrees to maintain its obligation to the Fireman's Pension Fund as required by Illinois Revised Statutes, Chapter 108½, ARTICLE IV.

SECTION 10.8 LIFE INSURANCE

The Employer shall provide \$10,000 life insurance for each Employee. The Employer shall pay 100% of the premium.

SECTION 10.9 MEDICAL PERSONNEL AT THE FIRE SCENE

The Employer agrees that an ambulance contracted by the City, with trained Emergency medical personnel and life support equipment shall be present at the scene of all fires and emergencies when they are available.

SECTION 10.10 SANITATION, MAINTENANCE AND UPKEEP

The Employer agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire houses. The Employer furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all fire houses.

SECTION 10.11 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 10.12 GENDER

All references to the 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 10.13 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 V. Sipes*, 386, U.S. 171.

**ARTICLE XI
GENERAL PROVISIONS**

SECTION 11.1 DEPARTMENTAL DUTIES

The members of the bargaining unit shall only be required to perform those duties related to and in direct support of Fire Suppression, Fire Prevention, Extinguishment, Rescue, and normal maintenance or housekeeping in the fire house and the surrounding grounds adjacent to the fire house.

SECTION 11.1A FIRE OFFICER (CAPTAINS, LIEUTENANTS)

A. In addition to the duties performed under section 11.1 of this Agreement, the Fire Officers shall be responsible for fire fighting operations, station functions, and the personnel under their direct command.

B. Fire Captains shall be under the direction and control of the Fire Chief.

C. Fire Lieutenants shall be under the direction of the Fire Chief and the Fire Captains.

D. Fire Officers will be responsible for the unit's effectiveness in the Extinguishment of fires, and related incidents.

E. Fire Officers shall train and drill all personnel under their command when directed.

F. Fire Officers shall direct the inspection of residential, commercial, and industrial property and compile all records and reports.

G. Fire Officers shall transmit all orders and communications to personnel under their command.

H. Fire Officers shall be in total command of the Fire Department on their shift, in the absence of the Fire Chief.

I. Under no circumstances shall an officer discriminate either in favor of or against any bargaining unit employee because of their involvement or non-involvement in matters concerning the union. Likewise, under no circumstance shall an officer refrain from, modify, amend, or otherwise interfere with the exercise of supervisory or managerial authority over employees in their command as may be required for the effective performance of duties as an officer or as may be directed by a superior officer. The foregoing shall not limit the right of an officer to file grievances or exercise other rights which may be contained in any collective bargaining agreement between the parties or as provided by the act.

J. Officers shall provide truthful information and if directed by the City, testimony or evidence concerning persons under their command and direction without regard for their involvement or non-involvement in collective bargaining matters concerning the Union. The union shall in no way discipline, discriminate against or otherwise interfere with an officer in carrying out their authority in supervision, command, direction, or control over bargaining unit employees, or otherwise interfere with their carrying out of the lawful directives of the chief or their designees. Foregoing shall not limit the right of the union to file grievances or exercise other rights guaranteed by any collective bargaining agreement between the parties or as may be provided by the act.

SECTION 11.1B FIRE FIGHTER

This is firefighting work in combating, extinguishing, and preventing fires. An employee in this class is responsible for the protection of life and property through fire fighting activities usually performed under close supervision. Work requires performance of tasks under emergency conditions which may involve handicaps such as smoke and cramped surroundings. Employees may be assigned to the operation of equipment in responding to alarms, employing special skills learned on the job. A large part of duty time is spent in training, inspecting, and maintaining equipment and quarters. Work is normally performed under close supervision according to well established and defined procedures and assignments are received from departmental superiors both in fighting fires and at the station. Also included is the operation of emergency vehicles and emergency equipment therein.

ILLUSTRATIVE TASKS:

Responds to fire alarms; lays and connects hose; hold nozzle and directs water streams; raises inclined ladders, enters premises for firefighting, rescue, and salvage operations; uses chemical extinguisher, bars, hooks, lines, and other equipment; ventilates burning buildings and removes debris.

Inspects buildings and aids in enforcement of fire code and other related city codes.

Participates in fire drills and attends classes in fire fighting, first-aid and related subjects.

Checks engine daily and inspects pumping equipment, ignition, batteries, brakes, and other equipment to see that the apparatus is in good working condition and notifies supervisor of any defect.

Extrication from auto vehicles.

Cleans equipment after returning from a fire.

Raises and lowers flags at Fire Department sites as directed, weather permitting.

Performs general maintenance work in the upkeep of fire department property.

Performs related work as required.

KNOWLEDGE, ABILITIES AND SKILLS:

Familiarity with elementary mechanics; manual skill and dexterity. Some knowledge of the geography of the area and of the location of hydrants; some knowledge of first aid methods.

Ability to understand and follow oral and written directions, ability to react quickly and calmly in emergency situations.

Ability to perform prolonged and arduous work under adverse conditions.

Ability to establish and maintain effective working relationship with other employees and public.

Possession of a valid class "B" driver's license issued by the State of Illinois.

SECTION 11.2 MINIMUM MANNING

For health and safety reasons sufficient personnel shall be maintained on duty and available for response to alarms and calls for service. Sufficient personnel is defined as a minimum of three (3) full-time Employees on duty per shift, per station.

SECTION 11.3 SHIFT EXCHANGE

Employees shall have the right to voluntarily exchange work shifts with the approval of the Fire Chief.

SECTION 11.4 CLOTHING ALLOWANCE

Each Employee shall receive a clothing maintenance allowance of \$1000.00. The Employee will submit bills or purchase orders to the Fire Chief.

SECTION 11.5 COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT OR LAY-OFF

An Employee who resigns, retires, dismissed, or laid-off is eligible and shall be compensated accordingly for all of their accumulated overtime, on-call compensated time, holiday time, vacation time, and personal time, for the current year at their current rate of pay.

SECTION 11.6 DISCIPLINE AND DISCHARGE

No Employee shall be disciplined or discharged without just cause. All necessary discipline will be administered fairly and equitably. Subject to the Ill rev. Statutes and the rules of the Merit Board.

SECTION 11.7 INOCULATION

The Employer agrees to pay all expenses for inoculations or immunization shots for an Employee and for members of an employee's family (those who reside with the Employee) when such becomes necessary as a result of said Employee's exposure to said disease in the line of duty, and as long as all polices, and procedures of the City of Herrin Blood Borne Pathogen program was adhered to. The Employer is not responsible in cases of fire fighter negligence.

SECTION 11.8 LINE OF DUTY DEATH

The employer agrees to pay for all funeral and burial expenses of any Fire Fighter killed in the line of duty. Except if death occurs because of negligence on the part of the fire fighter.

SECTION 11.9 PERSONAL PROPERTY

The Employer agrees to repair or replace dentures, eyeglasses, contact lenses or personal clothing that is damaged, destroyed or lost in the line of duty, up to \$50.00 per incident, during the course of this agreement. Any claim for compensation under this section must be reasonably substantiated with the Fire Chief or Assistant Chief before the end of the tour of duty.

SECTION 11.10 SENIORITY BONUS

The city agrees to pay a one-time bonus in the sum of \$4000.00 on the 18th, 19th, and 20th year anniversaries of each firefighter. Such payment shall be treated as a bonus and may be used at the firefighter's discretion.

This section only applies to employees hired before July 12, 2021. (See Section 6.1 for list of employees that must receive this bonus)

SECTION 11.11 RESIDENCY

Employees may reside outside the city limits of Herrin, so long as they reside within 10 miles of the intersection of Park Avenue and Walnut St. The employees also agree to maintain on call duty as it pertains to section 6.4 of the current contract.

SECTION 11.12 RETIREMENT CLARIFICATION

For budgeting purposes, it is recommended that every employee covered under this contract file a letter of intent to retire by January 1 of the previous fiscal year in which they intend to retire. For example, if someone is going to retire during the May 2023-April 2024 fiscal year, their letter of intent should be filed by January 1, 2023. This letter of intent does not force the employee to retire if the need or want to continue to work arises. If a letter of intent is not submitted, it does not mean the employee cannot retire, however, depending upon the budget limitations as they relate to the pay out of accumulated time of the retiree, the retiree may not be replaced with a new fireman until the following fiscal year when the budget allows for it. The letter of intent to retire is solely for the purposes of budgeting.

ARTICLE XII RULES AND REGULATIONS

SECTION 12.1 COMPLIANCE AND REVIEW

The Employer and its representatives and the employees agree to follow and adhere to all rules and regulations of the Herrin Fire Department now or hereafter that are in full force and effect, that are not in conflict with the provisions of this Agreement.

**ARTICLE XIII
MANAGEMENT RIGHTS**

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities. The powers and authority which the Employer has not officially abridged, delegated, and modified by this Agreement are retained by the Employer. The Union recognizes that the Employer's rights, powers, and authority include, and are not limited to the following.

1. Determination of the standards of services to be offered and/or performed by the Fire Department.
2. Determination of the standards of selection for employment.
3. Direction of its Employees.
4. The taking of disciplinary action for just cause.
5. Relieving its Employees from duty because of lack of work or other legitimate reasons.
6. Issuance of reasonable rules and regulations for the maintenance and efficiency of government operations.
8. Establishment and revision or discontinuance of policies, programs, and procedures to meet changing conditions to better serve the need of the citizens of Herrin.
9. Determination of the content of job classifications.
10. Exercise control and discretion over its organization and the technology of performing work and to fulfill all its legal responsibilities.

The rights, responsibilities and prerogatives set forth above are inherent in the Employer through its City Council and the Mayor by virtue of law and may not be subject to any grievance arbitration proceedings except as specifically provided for in this Agreement, or as subsequently mandated by the Illinois State Labor Relations Act.

**ARTICLE XIV
MERIT COMMISSION**

Nothing in this Agreement is intended to diminish the powers invested to the Employer through state statute by virtue of the merit system. All such authority vested in the Employer or Merit Board by state law shall remain unlettered and unaffected by this Agreement.

**ARTICLE XV
DURATION AND RENEGOTIATIONS**

SECTION 15.1 DURATION AND NOTICE

This Agreement and each of its provisions shall be effective as of May 1, 2022 and shall continue in full force and effect until April 30, 2026 and thereafter unless either party shall notify the other in writing by certified mail, one hundred and eighty-one (181) days (November 1) and no later than sixty (60) days prior to the anniversary date of this contract, that it desires to modify and/or amend this Agreement.

SECTION 15.2 NEGOTIATIONS

Negotiations shall commence no later than twenty-one (21) 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 15.3 IMPASSE RESOLUTION

In the event that disputed items cannot be resolved during the negotiations period, all disputed items shall be referred to a three (3) person Arbitration panel, as procedurally provided and/or permitted by the Illinois Public Labor Relations Act.

**ARTICLE XVI
PREVAILING RIGHTS**

All past practices will be null and void with the signing of this Agreement.

**ARTICLE XVII
SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provisions 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 XVIII
RATIFICATION**

Both parties agree that when they have tentatively reached a complete Agreement for ratification by their respective governing bodies.

ARTICLE XIX INDEMNIFICATION

SECTION 19.1 EMPLOYER RESPONSIBILITY

The employer shall be responsible for, hold all employees harmless from and pay damages or moneys which may be adjudged, assessed, or otherwise levied against any member of the bargaining unit.

SECTION 19.2 LEGAL REPRESENTATION

Employees shall have legal representation by the Employer in any civil cause of action brought against an Employee resulting from or arising out of the performance of duties.

SECTION 19.3 COOPERATION

Employees shall be required to cooperate with the employer during the course of the investigation, administration or litigation of any claims arising under this article.

SECTION 19.4 APPLICABILITY

The Employer will provide the protection set forth in section 19.1 and section 19.2 above, so long as the employee is acting within the scope of their employment and where the employee cooperates, as defined in section 19.3, with the Employer in defense of the action, actions, or claims. Acts of willful and wanton misconduct or criminal activity are not covered by this article.

ARTICLE XX PROMOTIONS

SECTION 20.1 GENERAL

Promotions to the rank of Captain shall be conducted in accordance with the provisions of the Fire Department Promotions Act (Public Act 93-411, 50 ILCS 742). Nothing in this Agreement shall be construed to imply a waiver of the provisions of the Act. It is the intent of the parties that promotional examinations are to be administered in accordance with the procedures of the Act, except as expressly modified by this Agreement. Where other provisions of this Article provide for language that is different from the language of the Act, such language shall be construed as supplementary to the language of the Act and not a waiver.

The examination process for promotion within the Herrin Fire Dept. shall be competitive among employees in the rank of Firefighter who meet the eligibility requirements set forth in Section 20.3 below and desire to submit themselves to such process.

Any Employee who meets the requirements set forth in section 20.3 is eligible for the Promotion process. Any Employee that is wanting to submit him or herself to the Promotions process must submit their desire to the Fire and Police Commission board in writing. Forms will be available from the Chief or his designee. The Employee is responsible for correctly filling out the application packet and submitting it to the Chief, no less than 5 weeks prior to the Oral interview. The Employee will submit copies of all records necessary for the promotion process at this time.

SECTION 20.2 VACANCIES

This article applies to promotions for vacancies in the ranks of Captain. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated and on the same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions is to be funded and authorized by the City of Herrin. 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 20.3 ELIGIBILITY REQUIREMENTS

Members of the bargaining unit must meet the following requirements to test for promotion.

SECTION 20.3A LIEUTENANT

Members of the bargaining unit shall be eligible to participate in the process for promotion to Lieutenant if they (1) have completed a minimum of five (5) years on the Herrin Fire Department, including probation, as of the date of the written examination, and (2) are certified as Advanced Technician Firefighter, as described by the Illinois Office of the State Fire Marshal.

In the event that less than 2 Employees apply for a higher rank, then all Employees in the lesser rank will be eligible to participate in the promotion process.

Anniversaries of service which affect eligibility for promotion will be considered to occur on the anniversary of the employee's date of hire. However, any gap in continuous full-time service shall be subtracted from the employee's time of service for the purpose of determining eligibility. The parties agree that this Section shall constitute compliance with Section 15(b) of the Fire Department Promotion Act.

SECTION 20.3B CAPTAIN

Members of the bargaining unit shall be eligible to participate in the process for promotion to Captain if they (1) have two years of experience as a Fire Lieutenant, (2) have completed seven (7) years on the Herrin Fire Department, including probation, and (3) be a Certified Company Fire Officer, as described by the Illinois Office of the State Fire Marshal as of the date the testing process begins.

In the event that less than 2 Employees apply for a higher rank, then all Employees in the lesser rank will be eligible to participate in the promotion process.

Anniversaries of service which affect eligibility for promotion will be considered to occur on the anniversary of the employee's date of hire. However, any gap in continuous full-time service shall be subtracted from the employee's time of service for the purpose of determining eligibility. The parties agree that this Section shall constitute compliance with Section 15(b) of the Fire Department Promotion Act.

SECTION 20.4 COMPONENTS OF THE PROMOTIONAL PROCESS AND THE WEIGHTING OF COMPONENTS

The placement of eligible candidates on a promotional list shall be based on the points achieved by the candidate on each of the following components:

| <u>Component</u> | <u>Percentage Weighting</u> |
|-------------------|-----------------------------|
| Chief's Points | 20% |
| Seniority | 20% |
| Ascertained Merit | 20% |
| Oral Interview | 20% |
| Written Exam | 20% |

Each eligible candidate shall be entitled to participate in all components of the promotional process. If a candidate wishes to withdraw from the promotional process before the completion of all components of the promotional process, the candidate shall so advise the Board of Fire and Police Commissioners in writing.

SECTION 20.5 ADMINISTRATION OF THE PROMOTIONAL PROCESS

The Union and the City may each select up to two (2) impartial persons who are not members of the Department to monitor and review the administration (including unsealing evaluations), calculation of composite and weighted scores, and the posting of scores by the Board of Fire and Police Commissioners. (see section 20.6)

The components of the promotional process shall be administered in the following order:

A. Ascertained Merit. The parties agree that this Section shall constitute compliance with Section 40(a) of the Firefighters Promotion Act. Candidates wishing to receive points under Ascertained Merit shall include substantiation of points (i.e. Copies of degrees, transcripts, or certifications, evaluations or letters certifying involvement, etc.) with the application packet (section 20.1). Ascertained Merit points shall be posted no later than fourteen (14) days before the beginning of the oral interview process and shall be computed on the basis of the following (maximum of 100 points):

COLLEGE EDUCATION (Max 20 points)

Associate Degree from an accredited college or university – 10 points, in a Fire Service-related field.

Or

Bachelor's degree from an accredited college or university – 20 points, in a Fire Service-related field or Public Administration.

(i.e., an employee can receive points for only one degree level).

FIRE OFFICER TRAINING (Max 50 points)

| | |
|-------------------------|-----------|
| Fire Apparatus Engineer | 5 points |
| Instructor I | 5 points |
| Instructor II | 5 points |
| *Company Fire Officer | 25 points |
| **Advanced Fire Officer | 45 points |

*If claiming Company Fire Officer points: Instructor I, Tactics & Strategy I, Fire Prevention Principles, Management I, and Management II points may not be claimed due to them being included in Company Fire Officer points. However, Instructor II points may still be added due to them not being included in this certification.

**If claiming Advanced Fire Officer points: Instructor I, Instructor II, Tactics & Strategy I, Tactics & Strategy II, Fire Prevention Principles, Management I, Management II, Management III, and Management IV points may not be claimed due to them being included in Advanced Fire Officer.

FIRE SERVICE TRAINING (Max 30 points)

A ½ point shall be awarded for each eight (8) hours of fire Service-related certificate tract class work, including but not limited to, IFSI, NFA, NFPA, OSFM, FEMA or any accredited course thru a Jr. College, College or University. Firefighter II and III certification class work is excluded and may not be used. A maximum of 30 points is allowed.

Points may not be duplicated for repeating the same class and a class may only be used once in the scoring process. All Certificates and Degrees must be dated with a date that is prior to the written exam in order to be counted in the Promotion exam process.

Sum of all eligible Certificates and Degrees * .20 = Ascertained merit (rounded to 2 decimals)

B. Seniority. Candidates in the promotional process shall be granted .4167 points for each month of service as a sworn member of the Herrin Fire Department, up to 240 months.

The Candidates Seniority score will be calculated as follows: (Months of Service (max 240) * .4167) * .20 = points awarded (max 20, rounded to 2 decimals).

The seniority list shall be posted no later than fourteen (14) days before the beginning of the oral interview process and shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

C. Chief's Points. The Fire Chief shall assign points based on his/her assessment of each candidate's qualifications and abilities to perform the duties of Lieutenant/Captain. The criteria used in assigning Chief's points shall be disclosed to all candidates prior to assigning points, shall be job-related and be applied uniformly to all candidates. The Fire Chief shall keep and maintain records of all scores for the duration of the Final Promotion List. Monitors shall not be required regarding the process of assigning Chief's Points.

1. Leadership by example.
2. Demonstration of superior job knowledge and skills, including a record of demonstrating strong organizational skills.
3. Ability to motivate members of a team to perform necessary tasks, including, but not limited to, performing unpleasant tasks and assignments.
4. Ability to make unpopular decisions when necessary (e.g., choosing the "harder right," willingness to stand up for his/her convictions, etc.).
5. Ability to work well in a group setting (e.g., allowing a group to devise a solution to a problem while working as both a team member and a team leader).
6. Ability to identify a team's strengths and weaknesses.
7. Ability to make sound judgments (e.g., separating personal emotions from objective factors).
8. Ability to function under stress in a calm and deliberate manner.
9. Possession of qualities of character, including, but not limited to honesty, optimism, creativity, integrity, dependability, and diplomacy.
10. Ability to sacrifice personal interest to the needs of the group as a whole.

The Chief will evaluate each candidate independently. Scoring for each quality will be based on a scale from zero (0) to ten (10).

The score received for each quality will then be added together (max score is 100) and then multiplied by 20% (.20), the result (rounded to 2 decimal points) will then be the points the candidate will receive in the "Chiefs points" section.

D. Oral Interviews. Oral interviews shall be scored by a four (4) member panel. The panel shall consist of three (3) members of the Board of Fire and Police Commission and one (1) member selected by the Fire Chief or their designee. The panel shall conduct an individual oral interview with each candidate. Questions asked during the oral interview shall be job-related and be applied uniformly to all candidates.

Oral interviews shall be scored by each panel member separately, on a scale of a maximum of 100 points. The scores of each panel member shall then be added together by the Board of Fire and Police Commissioners or its designee, and such total shall be divided by four (4) members, in order to obtain the candidate's average score. Such average score shall be multiplied by 20% (.20) in order to determine its weighted value. The Union and the Fire Chief may each elect to have their selections for panel members present to monitor and review the administration, calculation, and posting of scores.

E. Written Examination. The written examination shall be administered at least fourteen (14) days after all the other components have been administered. The written examination shall be developed by an independent outside agency and shall have been independently validated. The examination shall be based only on the contents of written materials that the Fire Chief has identified as being appropriate for promotion to the rank of Captain in the Herrin Fire Department. The Union and the City may each select up to two (2) impartial persons who are not members of the Department to monitor and review the administration, scoring, and posting of scores for the written examination. Two copies of the written materials on which the examination is based will be made available to potential examinees at each fire station at least ninety (90) days before the examination is administered. The examination will be graded the same day the test is given or in the absence of an answer key, all tests will be sealed and mailed to the appropriate grading facility. In the event that the tests are not graded on site and must be sent to the test facility, the test result of each applicant will be mailed directly to him/her along with a copy to the Board of Fire and Police Commission. The 2 approved observers (sec 20.6) will be present during the grading, scoring phase or the mailing of the exam. The written examination will be the last phase of the promotional examination process.

SECTION 20.6. MONITORING

The Union and the City may each select up to two (2) impartial persons who are not members of the Department (except for the Oral Interviews, as may be provided in Section 20.4.E) to monitor and review the administration, scoring, and posting of scores for all components, except Chief's Points. This Section is a modification of Section 25 of the Fire Department Promotion Act. The observers monitoring the promotion process (including the oral interview) are authorized to be present and observe when any component of the test is administered or scored, including any discussion during the scoring process which may affect the outcome of scores or placement on the list. Observers may not interfere with the promotion process but shall promptly report any observed or suspected violation of the requirements of this Article to the City and the Union.

SECTION 20.7 SCORING OF COMPONENTS AND POSTING OF PRELIMINARY PROMOTION LIST

The scores for each component of the promotional process shall be posted after each component is completed and before the next component is administered. Once all candidates have completed all components of the promotional process, the scores for all components for each candidate shall be tallied and a preliminary promotion list shall be prepared by the Board of Fire and Police Commissioners, on which candidates shall be ranked in rank order based on the highest to the lowest points scored on all components of the promotional process. This preliminary promotion list shall then be posted on the bulletin board at each fire station.

SECTION 20.8 VETERANS PREFERENCE POINTS AND POSTING OF FINAL PROMOTION LIST

A candidate on the preliminary promotion list who is eligible for veteran's preference points, under any applicable law, may file a written application within 10 days after the initial posting of the preliminary promotion list. If requested, the veteran's preference points shall be added to the candidates total score on the preliminary promotion list.

The Board of Fire and Police Commissioners shall make adjustments to the rank order on the preliminary promotion list based on veteran's preference points awarded. The FINAL PROMOTION list shall then be posted at each fire station no later than twenty-one (21) days after the expiration of the time period for claiming veteran's preference points, listing in rank order from highest to lowest the scores of all components plus requested veteran's points.

SECTION 20.9 REVIEW SESSION

At the conclusion of the examination process, candidates may request a private review session with the Fire Chief and his designee(s). At such review session, the Fire Chief and his designee(s) will provide the scores of the components of the examination process, provide the reasoning underlying the criteria used in assigning Chief's Points (but not the Chief's rationale for any individual's score on the Chief's Points component), the rationale underlying the questions posed for the oral interviews, as well as gather feedback on the examination process from the candidate. Candidate(s) shall also be provided with access and an opportunity to review the officer evaluation forms.

The parties agree that the substance of such feedback or reasoning is provided solely for the purpose of providing insights to the candidate to foster personal growth and improve performance, and, consistent with Section 20.11 (Right of Review), shall not be the subject of a grievance.

SECTION 20.10 ORDER OF SELECTION

When there is a vacancy (e.g., a position becomes vacant due to resignation, discharge, promotion, death or the granting of a disability or retirement pension, or any other cause) or a newly created position in the rank of Lieutenant that the City Council has funded and authorized to be filled, the Fire Chief shall appoint the person with the highest ranking on the final promotion list, except that the Fire Chief shall have the right to pass over that person if the Fire Chief has reason to conclude that the highest ranking person has since the posting of the promotion list demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of Lieutenant/Captain. If the highest-ranking person is passed over, the Fire Chief shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest-ranking person on the list at the time of the vacancy is not remediable, no such person 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 the grievance procedure contained previously in Article IX.

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

SECTION 20.11 DURATION OF FINAL PROMOTION LIST

A final promotion list shall be effective for a period not to exceed three (3) years. Subsequent lists shall be effective for a period of three (3) years from the date of its posting or until the list is exhausted, whichever occurs first. If a vacated Lieutenant or Captain position is not filled due to the lack of funding or authorization by the corporate authorities and is subsequently reinstated during a period of up to five (5) years, beginning from the date on which the position(s) was vacated, such position(s) shall be filled from the list in effect when the vacancy originally occurred. All other vacancies shall be filled from the list(s) in effect when the vacancy occurs.

SECTION 20.12 RIGHT OF 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 may file a grievance at Step 3 in accordance with the provisions of the grievance and arbitration procedure set forth in Article IX of this Agreement, subject to the following provisions:

A. Any such grievance must be filed within five (5) calendar days of the date the final promotion list is posted.

B. 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 promotional process. Only such objective grievances shall be allowed under the parties' grievance and arbitration procedure set forth in Article IX.

C. The grievance shall not involve any claims relating to disputes over the level of ratings or points awarded by an evaluator, interviewer, the Fire Chief or his designee as to any component of the test, other than the accuracy of the computations of the points awarded.

If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant or Captain.

ARTICLE XXI

The term of this contract shall be from May 1, 2022, through April 30, 2026.


IN WITNESS WHEREOF, the parties here to have affixed their signatures, this the 28th day of March, 2022

FOR THE UNION:

FOR THE CITY:



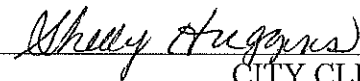
PRESIDENT



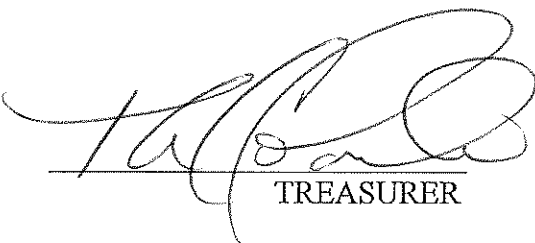
MAYOR



SECRETARY



CITY CLERK



TREASURER

WAGE RATES/LONGEVITY

In addition to the longevity amounts set forth in "Appendix A", Employees shall be paid the following longevity amounts which shall not be considered part of the pensionable salary attached to their rank for all purposes.

| | |
|---|-----------------|
| Employees with more than twenty (20) but less than twenty-five (25) years of service: | 20% of base pay |
|---|-----------------|

| | |
|--|-----------------|
| Employees with twenty-five (25) or more years of service: | 25% of base pay |
|--|-----------------|

Eligible Employees shall receive such longevity pay amounts for the first full pay period beginning after May 1st and Nov. 1st of each year. At the conclusion of each of those two pay periods, Employees' longevity pay shall be as set forth in "Appendix A" until the occurrence of the first full pay period beginning after May 1st and November 1st of the next successive year and so on thereafter when such longevity shall again be paid to eligible Employees.

This section only applies to employees hired before July 12, 2021. (See Section 6.1 for list of employees that must receive this bonus)

In return for the agreement of a Tier 2 pay scale and removal of bonuses for Tier 2, the city agrees to replace the current vacant position (retirement as of 8/2020) immediately. With the creation of the Tier 2, it is understood that an additional fireman per shift will be added (to bring shift totals to 5 per shift). The additional staffing can either be accomplished by replacing future Tier 1 retirees with two members at the Tier 2 salary, or by April 30, 2026.

Pay scale May 1, 2022

| | | | |
|-----------|--------|--------------|---------|
| Raise | \$0.35 | Previous FF1 | \$22.25 |
| Longevity | \$0.25 | Capt. Diff. | 15.00% |
| | | Lt. Diff. | 5.00% |

HR

Tier 1 Tier 2

| | | | |
|-------------|---------|--|---------|
| W/O Cert. | \$18.81 | | \$15.81 |
| 0-1 W Cert. | \$21.24 | | \$18.24 |
| FF 1 | \$22.60 | | \$19.60 |
| FF 2 | \$23.10 | | \$20.10 |
| FF 3 | \$23.60 | | \$20.60 |
| FF 4 | \$24.10 | | \$21.10 |
| FF 5 | \$24.35 | | \$21.35 |
| FF 6 | \$24.60 | | \$21.60 |
| FF 7 | \$24.85 | | \$21.85 |
| FF 8 | \$25.10 | | \$22.10 |
| FF 9 | \$25.35 | | \$22.35 |
| FF 10 | \$25.60 | | \$22.60 |
| FF 11 | \$25.85 | | \$22.85 |
| FF 12 | \$26.10 | | \$23.10 |
| FF 13 | \$26.35 | | \$23.35 |
| FF 14 | \$26.60 | | \$23.60 |
| FF 15 | \$26.85 | | \$23.85 |
| FF 16 | \$27.10 | | \$24.10 |
| FF 17 | \$27.35 | | \$24.35 |
| FF 18 | \$27.60 | | \$24.60 |
| FF 19 | \$27.85 | | \$24.85 |
| FF 20 | \$28.10 | | \$25.10 |
| FF 21 | \$28.35 | | \$25.35 |
| FF 22 | \$28.60 | | \$25.60 |
| FF 23 | \$28.85 | | \$25.85 |
| FF 24 | \$29.10 | | \$26.10 |
| FF 25 | \$29.35 | | \$26.35 |
| FF 26 | \$29.60 | | \$26.60 |
| FF 27 | \$29.85 | | \$26.85 |
| FF28 | \$30.10 | | \$27.10 |
| FF29 | \$30.35 | | \$27.35 |
| FF30 | \$30.60 | | \$27.60 |

Based on 2756 hours worked a year
(53 hrs wk X 52 weeks)

Pay scale May 1, 2023

| | | | |
|-----------|--------|--------------|---------|
| Raise | \$0.40 | Previous FF1 | \$22.60 |
| Longevity | \$0.25 | Capt. Diff. | 15.00% |
| | | Lt. Diff. | 5.00% |

HR

| | Tier 1 | Tier 2 |
|-------------|---------|---------|
| W/O Cert. | \$19.21 | \$16.21 |
| 0-1 W Cert. | \$21.64 | \$18.64 |
| | | |
| FF 1 | \$23.00 | \$20.00 |
| FF 2 | \$23.50 | \$20.50 |
| FF 3 | \$24.00 | \$21.00 |
| FF 4 | \$24.50 | \$21.50 |
| FF 5 | \$24.75 | \$21.75 |
| FF 6 | \$25.00 | \$22.00 |
| FF 7 | \$25.25 | \$22.25 |
| FF 8 | \$25.50 | \$22.50 |
| FF 9 | \$25.75 | \$22.75 |
| FF 10 | \$26.00 | \$23.00 |
| FF 11 | \$26.25 | \$23.25 |
| FF 12 | \$26.50 | \$23.50 |
| FF 13 | \$26.75 | \$23.75 |
| FF 14 | \$27.00 | \$24.00 |
| FF 15 | \$27.25 | \$24.25 |
| FF 16 | \$27.50 | \$24.50 |
| FF 17 | \$27.75 | \$24.75 |
| FF 18 | \$28.00 | \$25.00 |
| FF 19 | \$28.25 | \$25.25 |
| FF 20 | \$28.50 | \$25.50 |
| FF 21 | \$28.75 | \$25.75 |
| FF 22 | \$29.00 | \$26.00 |
| FF 23 | \$29.25 | \$26.25 |
| FF 24 | \$29.50 | \$26.50 |
| FF 25 | \$29.75 | \$26.75 |
| FF 26 | \$30.00 | \$27.00 |
| FF 27 | \$30.25 | \$27.25 |
| FF28 | \$30.50 | \$27.50 |
| FF29 | \$30.75 | \$27.75 |
| FF30 | \$31.00 | \$28.00 |

Based on 2756 hours worked a year
(53 hrs wk X 52 weeks)

Pay scale May 1, 2024

| | | | |
|-----------|--------|--------------|---------|
| Raise | \$0.45 | Previous FF1 | \$23.00 |
| Longevity | \$0.25 | Capt. Diff. | 15.00% |
| | | Lt. Diff. | 5.00% |

HR

| | Tier 1 | Tier 2 |
|-------------|---------|---------|
| W/O Cert. | \$19.66 | \$16.66 |
| 0-1 W Cert. | \$22.09 | \$19.09 |
| | | |
| FF 1 | \$23.45 | \$20.45 |
| FF 2 | \$23.95 | \$20.95 |
| FF 3 | \$24.45 | \$21.45 |
| FF 4 | \$24.95 | \$21.95 |
| FF 5 | \$25.20 | \$22.20 |
| FF 6 | \$25.45 | \$22.45 |
| FF 7 | \$25.70 | \$22.70 |
| FF 8 | \$25.95 | \$22.95 |
| FF 9 | \$26.20 | \$23.20 |
| FF 10 | \$26.45 | \$23.45 |
| FF 11 | \$26.70 | \$23.70 |
| FF 12 | \$26.95 | \$23.95 |
| FF 13 | \$27.20 | \$24.20 |
| FF 14 | \$27.45 | \$24.45 |
| FF 15 | \$27.70 | \$24.70 |
| FF 16 | \$27.95 | \$24.95 |
| FF 17 | \$28.20 | \$25.20 |
| FF 18 | \$28.45 | \$25.45 |
| FF 19 | \$28.70 | \$25.70 |
| FF 20 | \$28.95 | \$25.95 |
| FF 21 | \$29.20 | \$26.20 |
| FF 22 | \$29.45 | \$26.45 |
| FF 23 | \$29.70 | \$26.70 |
| FF 24 | \$29.95 | \$26.95 |
| FF 25 | \$30.20 | \$27.20 |
| FF 26 | \$30.45 | \$27.45 |
| FF 27 | \$30.70 | \$27.70 |
| FF28 | \$30.95 | \$27.95 |
| FF29 | \$31.20 | \$28.20 |
| FF30 | \$31.45 | \$28.45 |

Based on 2756 hours worked a year
(53 hrs wk X 52 weeks)

Pay scale May 1, 2025

| | | | |
|-----------|--------|--------------|---------|
| Raise | \$0.50 | Previous FF1 | \$23.45 |
| Longevity | \$0.25 | Capt. Diff. | 15.00% |
| | | Lt. Diff. | 5.00% |

HR

Tier 1 Tier 2

| | | |
|-------------|---------|---------|
| W/O Cert. | \$20.16 | \$17.16 |
| 0-1 W Cert. | \$22.59 | \$19.59 |
| FF 1 | \$23.95 | \$20.95 |
| FF 2 | \$24.45 | \$21.45 |
| FF 3 | \$24.95 | \$21.95 |
| FF 4 | \$25.45 | \$22.45 |
| FF 5 | \$25.70 | \$22.70 |
| FF 6 | \$25.95 | \$22.95 |
| FF 7 | \$26.20 | \$23.20 |
| FF 8 | \$26.45 | \$23.45 |
| FF 9 | \$26.70 | \$23.70 |
| FF 10 | \$26.95 | \$23.95 |
| FF 11 | \$27.20 | \$24.20 |
| FF 12 | \$27.45 | \$24.45 |
| FF 13 | \$27.70 | \$24.70 |
| FF 14 | \$27.95 | \$24.95 |
| FF 15 | \$28.20 | \$25.20 |
| FF 16 | \$28.45 | \$25.45 |
| FF 17 | \$28.70 | \$25.70 |
| FF 18 | \$28.95 | \$25.95 |
| FF 19 | \$29.20 | \$26.20 |
| FF 20 | \$29.45 | \$26.45 |
| FF 21 | \$29.70 | \$26.70 |
| FF 22 | \$29.95 | \$26.95 |
| FF 23 | \$30.20 | \$27.20 |
| FF 24 | \$30.45 | \$27.45 |
| FF 25 | \$30.70 | \$27.70 |
| FF 26 | \$30.95 | \$27.95 |
| FF 27 | \$31.20 | \$28.20 |
| FF28 | \$31.45 | \$28.45 |
| FF29 | \$31.70 | \$28.70 |
| FF30 | \$31.95 | \$28.95 |

Based on 2756 hours worked a year
 (53 hrs wk X 52 weeks)