

AGREEMENT

This Agreement is entered into as of this 1st day of May, 2020, by and between the **CITY OF ROCK FALLS, ILLINOIS** (hereinafter designated "the City" or "the Employer") and **ROCK FALLS FIRE FIGHTERS ASSOCIATION LOCAL NO. 3291**, affiliated with the International Association of Fire Fighters (hereinafter designated as "the Union" or "employees") for and on behalf of those employees of the City occupying positions within the unit described in Article 2 of this Agreement.

Inasmuch as the Employer and the Union desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement and to regulate the mutual relations between the parties with the view of securing harmonious cooperation and for settling of disputes which may arise, it is agreed as follows:

ARTICLE 1
CONTRACT PERIOD

Section 1.01 This Agreement, when approved and signed by the appropriate authorities for an on behalf of the City and the Union, shall have force and effect from May 1, 2020 and until April 30, 2024, and thereafter shall continue in full force and effect for successive periods of one (1) year unless written of the desire to terminate or modify the Agreement is served by either party upon the other party more than one hundred twenty (120) days prior to the date of termination. Where written notice to terminate or modify this Agreement is timely served, this Agreement shall terminate on the stated date of expiration, provided, however, that the parties may thereafter mutually agree to extend the period during which this Agreement shall remain in force and effect upon such terms as may be acceptable to both parties.

Section 1.02 Any party serving written notice of the desire to terminate or modify this Agreement upon the other party shall, at least one hundred twenty (120) days prior to the expiration of the Agreement, submit its written proposals for amendments, or for a new agreement, to the other party, and shall thereafter continue to observe the terms of this Agreement until its expiration.

Section 1.03 Impasse Procedures. The parties recognize the bargaining unit covered by this Agreement is composed of fire fighters, and is subject to Section 1614 of the Illinois Public Labor Relations Act. Should it be necessary, the parties may agree upon alternative impasse resolution procedures to be utilized in negotiation of any successor agreement, or in wage reopener negotiation provided for in this Agreement, otherwise the procedures under Section 1614 shall be used in impasse situations.

Section 1.04 It shall be understood that the provisions of this Agreement may be modified at any time upon mutual agreement of the parties, provided that all such modifications shall be in writing and signed by authorized representatives of the Union and the City.

ARTICLE 2

RECOGNITION

Section 2.01 In accordance with the certification issued by the Illinois Public Labor Relations Board pursuant to the authority of the Illinois Public Labor Relations Act (the "Act") in Case No. S-VR-90-11, ROCK FALLS FIRE FIGHTERS ASSOCIATION LOCAL NO. 3291, affiliated with the International Fire Fighters Association is recognized as the exclusive representative of employees within the following bargaining unit:

All sworn, full-time fire fighters and fire Captains in the City of Rock Falls Fire Department, excluding the Fire Chief, Deputy Chief, and all other employees of the City of Rock Falls;

for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as defined in the Act.

Section 2.02 Neither the City nor the Union shall discriminate against any employee because of race, creed, color, religion, age, national origin, ancestry, sex, marital status, or handicap unrelated to the ability to perform, as defined by federal and state laws, nor because of any employee's participation or nonparticipation in lawful Union activity. Nothing in the foregoing shall prevent the City from retaining any mandatory retirement age for fire fighters consistent with federal and state laws.

Section 2.03 The use of the pronoun he or she in this or any other document between the Employer and the Union is understood to be for clerical convenience only, and shall include both male and female employees equally.

Section 2.04 **Management Rights**. The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

- (a) to determine the budget, organization and operations of the Fire Department;
- (b) to determine and change the purpose, composition, function of each of its constituent departments, and subdivisions;
- (c) to set standards for the services to be offered to the public;
- (d) to direct the members of the Fire Department including the right to assign work and overtime;
- (e) to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule employees;

- (f) to increase, reduce, or change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
- (g) to schedule and assign work and to change work schedules;
- (h) to establish, modify, combine, or abolish job positions and classifications;
- (i) to add, delete, or alter methods of operation, equipment or facilities;
- (j) to determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether or not goods or services are to be made, provided or purchased;
- (k) to suspend, demote, discharge, or take other disciplinary action against employees for cause (according to the provisions of this Agreement and established statute, rules, and regulations);
- (l) to determine the fitness of employees for duty, including requiring the employee to submit to a physical examination; and
- (m) to add, delete, or alter policies, procedures, rules, and regulations.

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

Provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 2.05 Nothing in this Agreement shall be construed as a delegation to others of any authority conferred by law on the City, or in any manner to abridge or diminish that authority.

Section 2.06 Emergency. If in the sole discretion of the Mayor, Mayor pro tem, or City Administrator, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended during the time of the emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should such an emergency arise, the City Administrator or Chief of the Fire Service shall advise the President of the Union, or if he is unavailable, another officer of the Union, of the nature of the emergency, and follow up with written notification as soon thereafter as practicable. Disagreements as to whether an emergency existed shall be resolved through the grievance procedure.

Section 2.07 Police and Fire Commission. The parties recognize that the Board of Police and Fire Commissioners of the City of Rock Falls has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter, and to

enforce rules and regulations, to discipline and terminate employees, and to lay off and promote employees. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Police and Fire Commissioners under the Fire and Police Commission Act, and/or the City's ordinances, and it is recognized actions within the authority of the Board are not covered by this Agreement or subject to the dispute resolution procedures included in it.

ARTICLE 3

EMPLOYEES

Section 3.01 Whenever the term “employee” appears in this Agreement, it shall be construed to mean those persons included within the bargaining unit defined in Section 2.01.

Section 3.02 All employees shall be required to serve a probationary period of employment with the City of one (1) year (twelve (12) consecutive months). During this period, each probationary employee’s suitability for employment beyond the probationary period will be evaluated by the City, and the City shall retain the right to dismiss any probationary employee at any time without prior notice or assignment of specific reasons for dismissal in accordance with the Fire and Police Commission Act, and no probationary employee shall have any rights or recourse under this Agreement. Upon successful completion of the probationary period, employees shall thereafter be credited with seniority from their last date of hire.

Section 3.03 The City retains the right to employ part-time fire fighters to the extent the City finds it appropriate. However, the use of part-time fire fighters shall not result in either layoff or part-timing of full-time fire fighters. Furthermore, full-time employees will be afforded the opportunity for overtime before part-time fire fighters.

Section 3.04 The City shall retain authority to enter into mutual assistance agreements.

Section 3.05 **Minimum Manning Requirement.** In order to provide the Department with the ability to deliver fire suppression services in a more effective manner, and to provide a greater degree of protection for the residents of the City and the employees of the Department from injury or damage caused by fire, the on-duty, ready-to-respond crew for each shift shall consist of at least three (3) full-time fire fighters and/or fire Captains. Provided, however, that the provisions of this Section 3.05 shall not become effective until May 1st, 2001 and that nothing in this section shall be interpreted as eliminating any authority reserved to the Employer by Section 2.04(f) of this Agreement.

ARTICLE 4
UNION DUES - CHECK-OFF AND FAIR SHARE

Section 4.01 The City shall deduct from the pay of each employee from whom it has received a written authorization to do so, the amount required for the payment of monthly Union dues and uniform fees, provided the Union annually certifies to the City by affidavit the amount required to be deducted. Such fees, accompanied by a list of persons from whom they have been deducted and the amount deducted from each, shall be forwarded to the Union at such location as it may designate in writing to the City Clerk no later than ten (10) working days after such deductions are made. Written authorization of the deduction shall be submitted to the Office of City Clerk upon forms. Selected and approved by the Union. The form shall clearly authorize the City to withhold the dues. The City's only obligations thereafter shall be to deduct said fees and submit them to the Union, and the City shall bear no obligation or liability to the Union or to any employee for any mistakes made in compliance with such obligations.

Section 4.02 The Union shall indemnify, defend and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability and for all legal costs including attorneys' fees, that may arise out of or by reason of any actions by the City for the purposes of complying with the provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of the provisions of this Article or under *Janus* for improper withholding of dues. 7

ARTICLE 5
UNION BUSINESS

Section 5.01 Duly authorized representatives of the Union will be permitted to enter upon the Employer's premises at reasonable times for purposes of handling grievances or observing conditions under which employees are working. Such Union representatives shall identify themselves, and provide advance notice to the head of the Department or in his absence, another supervisory employee in charge on each occasion prior to entering any premises or facilities of the City not generally open to the public, and shall conduct their activities or business without interference to the operations of the City and the employees.

Section 5.02 It is understood and agreed that there will be no Union activity or business conducted during employee working hours without mutual agreement of the City, provided, however, that in connection with the processing of grievances, where a duly authorized Union officer or steward employed by the City requires to be relieved of his/her duties in order to engage in business which cannot be performed outside normal working hours, such employee shall advise the head of his/her Department or immediate supervisor of such circumstances and request to be relieved of his/her duties for the period essential to handle such matter, and permission shall be granted unless the Department Head or immediate supervisor determines that the employee cannot be released from duty because of the immediate requirements of the Department's operations. The Union will notify the City Clerk and the Fire Chief in writing of the employees designated as officers or stewards, and will promptly provide notice when changes occur.

Section 5.03 Subject to the needs of the City and its operations, the City agrees to grant leaves of absence without pay for periods not to exceed two (2) weeks to any Union official or member for purposes of Union business, provided the Fire Chief or Department Head for the Department in which the employee works is notified at least one (1) month in advance, if possible, of the requested leave of absence and its duration and is able to make adequate scheduling arrangements to have the employee's job covered during such absence.

Section 5.04. The City acknowledges that all inquiries to City Representatives, from applicants or members of the bargaining unit, relating to union membership shall be directed to the Chief Union Steward. The Union agrees that it will act to review and process all requests for withdrawal from membership and within thirty (30) days forward the same to the attention of the City Clerk. The Union further agrees that City staff advising members of the bargaining unit as to the amount being withheld from their individual payroll and the cycle thereof, is part of the advice permitted relating to payroll processes.

Section 5.05. To the extent that the City receives a Freedom of Information Act (FOIA) request for information relating to the Union or its membership, a copy will promptly be given to the Chief Union Steward. The Union agrees that within the statutory time frame for FOIA responses, it will proceed to discuss the matter with the City Clerk or where appropriate the City Attorney.

ARTICLE 6
UNION BULLETIN BOARDS

Section 6.01 The Employer agrees that the Union may install and maintain a bulletin board at a location designated by the Employer such that all employees covered by this Agreement may easily read notices posted thereon. Notices posted upon such bulletin board should be germane to collective bargaining, contract administration, and/or Union meetings or business. The Union agrees to keep such postings professional in appearance and in content.

ARTICLE 7
STATE AND FEDERAL LAWS

Section 7.01 In the event that any of the provisions of this Agreement shall conflict with any state or federal law or regulations, such provisions shall be deemed to be modified sufficiently in respect to either or both parties to the extent necessary to comply with such laws or regulations and the remaining portion of this Agreement shall remain in full force and effect.

ARTICLE 8
NO STRIKE - NO LOCKOUT

Section 8.01 No Strike. In recognition of the essential services provided to the citizens of Rock Falls by the City and its employees, and the danger to the public health and safety which could arise from the disruption of those services, neither the Union nor any of its officers, or agents, or any employee(s) will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, sympathy strike, work stoppage, or concerted slow down, mass illness, sit-down or other concerted stoppage of work, or any unauthorized speed up or work to the rule situation or any other concerted refusal to perform proper duties or the concerted interference with, in whole or in part, the full, faithful, and proper performance of the duties of employment with the City. Neither the Union nor any employee covered by this Agreement shall refuse to cross any picket line, by whomever established, during their work time or in the performance of their duties.

Section 8.02 Discipline of Strikers. Any employee who violates the provisions of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in an action prohibited by Section 8.01 shall not be considered a violation of this Agreement and shall not be subject to the provisions of the grievance procedure. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 8.03 Union Official Responsibility. Each employee who holds the position of officer or representative of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of Section 1 of this Article, the Union, among other things, agrees to inform its members of their obligations under this Agreement and use its best efforts to achieve a prompt resumption of normal operations. Where any Union officer or representative fails to fulfill these responsibilities, he shall be subject to discipline under Section 8.02 above.

Section 8.04 No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 8.05 Judicial Restraint. Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 9
DISPUTE RESOLUTION PROCEDURE

Section 9.01 Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee or the Union against the City involving an alleged violation of an express provision of this Agreement or employee economic benefits, except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction or authority of the Board of Fire and Police Commissioners of the City of Rock Falls under the Fire and Police Commission Act. ILCS ch. 65, §§5/10-2.1-1-et seq., shall not be considered a grievance, nor subject to the resolution procedures set forth herein.

Section 9.02 Step 1. Where any employee or group of employees have any disagreement, dispute, difference, or complaint, whether it may properly be considered as a grievance as defined herein or not, such employee(s), accompanied by a Union representative if the employee desires, may submit the matter to the immediate supervisor or Department Head, and consult with him in an attempt to arrange a satisfactory solution, provided, however, that the employee and supervisor or Department Head shall possess no authority to make or agree to any arrangement or resolution which conflicts in any way with the provisions of this Agreement.

Any employee, group of employees and/or the Union shall have the right to submit to the Department Head or his delegate a grievance as defined herein in writing. To be timely and valid, any written grievance must be submitted to the involved Department Head within fourteen (14) calendar days of the occurrence of the alleged contract violation or when the employee knew or should have known of such violation, and any purported grievance not filed within such period shall be deemed to be a nullity and without force and effect.

Section 9.03 Within seven (7) days of the submission of a written grievance to the involved Department Head pursuant to Section 9.02, the involved Department Head or his/her delegate shall meet with the appropriate representative for the Union, and any employee filing the grievance, to explore the facts and circumstances involved, and to attempt to achieve a satisfactory solution. Within seven (7) days after this meeting, the Department Head shall prepare a written response to the grievance, summarizing the claims and contentions of the employee(s) and the Union, the solutions(s) proposed or agreed upon, and where no solution has been agreed upon, his/her response to the grievance, which shall be submitted to the Union. Where the Department Head concludes that additional time is required for investigation or consideration of the grievance, he shall, within the period provided for response, submit such conclusion in writing to the Union. The Union may disagree with this conclusion and appeal the grievance to the Personnel Committee of the City Council pursuant to Section 9.04, in which event the Department Head’s interim response shall be deemed a denial of the grievance.

Section 9.04 Step 2. Within seven (7) days of submission of the written response of the Department Head pursuant to Section 9.03, the Union may appeal the decision of the involved Department Head to the Personnel Committee of the City Council, and may request a hearing before the Personnel Committee on the grievance. Where the request for a hearing is submitted, the Personnel Committee shall schedule such a hearing at the earliest available opportunity within thirty (30) days, and shall notify the employee(s) involved, the chief officer of the Union, and the

Department Head and/or immediate supervisor of the scheduled date of such hearing and request their attendance. At the hearing, the Personnel Committee shall consider the grievance, response of the Department Head and any additional evidence or argument submitted by the employee(s), the Union and the Department Head, and attempt to arrive at a solution satisfactory to all concerned. Where no solution is possible, the Personnel Committee shall render a decision on the grievance in writing and submit a copy of the decision to the Union within seven (7) days after the hearing.

Section 9.05 Step 3. The decision of the Personnel Committee concerning any grievance shall be binding upon the employee(s), the Union, and the Department Head, unless, within seven (7) days of the decision, the employee(s) or the Union submit a request to the full City Council for review of the Personnel Committee's decision by filing such request in writing with the Office of City Clerk. Where such request for review is filed, the grievance and the decision of the Personnel Committee shall be brought before the full City Council at its next regularly scheduled meeting for consideration. The City Council shall have the authority to consider any additional evidence or argument which may be offered, and to adopt, amend, alter, modify, or reverse the decision of the Personnel Committee and shall make its decision at the meeting at which the grievance is presented, unless additional time is requested by the Council for advice and analysis, and agreed to by the Union. The City Council's decision on any grievance shall be final and binding upon all concerned unless appealed to arbitration by the Union in accordance with Section 9.06.

Section 9.06 Arbitration. Within seven (7) days after the decision of the City Council pursuant to Section 9.05 above, the Union may appeal the grievance and the decision of the City Council to arbitration by filing written notice of its appeal with the Office of City Clerk. Where such notice of appeal is filed, the Union may consult with the City attorney to agree upon an arbitrator, or may file a request with the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators. Such request shall be filed within ten (10) days of the filing of the Union's notice of appeal. Where the first panel of arbitrators is unsatisfactory, either party may reject the panel and request a second panel from the Federal Mediation and Conciliation Service within ten (10) days after receipt of the panel. After receipt of the seven (7) member panel, the parties shall select the arbitrator to hear the Union's appeal of the grievance by alternatively striking from the panel, with the party requesting the panel striking first, until only one (1) panel member remains, who shall serve as arbitrator to consider the grievance and render a decision in writing upon such grievance which shall be final and binding upon the parties, the grievant, and any other persons or employees involved. The arbitrator's power and authority shall be confined to the interpretation and application of the express terms of this Agreement, and the arbitrator shall have no power or authority to add to, delete, alter, amend, modify, or imply any of the terms or provisions of this Agreement. Where the grievance involves wages, rates of pay or other economic items, the arbitrator shall further be limited in authority to grant monetary relief to a period of seven (7) days prior to the filing of a grievance under Section 9.02.

The costs of the arbitrator shall be shared equally by the parties. Any other costs incurred in arbitration shall be borne by the party incurring them, unless the parties agree jointly to have the hearing transcribed, in which case the costs of the transcript will be shared equally.

Section 9.07 Time shall be of the essence under each provision of this Article. Where a party fails to comply with the time limitations established herein, and no agreement to extend those time limitations has been agreed upon, the grievance shall be deemed to have been decided on the basis of the last timely response.

Time limits in this Article may be extended by mutual agreement between the Union and the Employer, provided such agreements shall be in writing signed by both parties.

ARTICLE 10

SENIORITY

Section 10.01 Seniority shall be defined as each employee's length of continuous employment within the fire service since his/her most recent date of hire.

Section 10.02 Each employee's seniority and employment with the City shall terminate upon the occurrence of any of the following:

- (a) resignation or voluntary termination;
- (b) retirement;
- (c) discharge;
- (d) absence from work for two (2) consecutive work days or more without proper notice to the head of the Department of such absence and the reasons for absence unless circumstances beyond the employee's control precludes the employee from providing notice;
- (e) failure to report for work upon the expiration of scheduled vacation or any authorized leave of absence unless the employee can show just cause for the failure to report;
- (f) failure to report for work following written notice by the City to the last address furnished by the employee to the City Clerk of a recall from layoff, provided an employee shall have up to twenty-one (21) days after such recall notice is mailed to report so long as the employee gives notice of his intent to return within seven (7) days of written notice by the City;
- (g) absence from work due to layoff or other reason for a period equal to the lesser of the employee's seniority or four (4) calendar year(s), provided, however, that this provision shall not apply to any employee absent from work because of any disability covered by the Fire Fighters Pension Fund administered pursuant to the Fire Fighters Pension Act.

Section 10.03 The City will furnish the Union a list showing the name, address, and last hiring date of each employee, and whether the employee is entitled to seniority or not. Within thirty (30) calendar days from that date, each employee must notify the City Clerk in writing of any error concerning his/her last hiring date as stated upon such list, or the date will be considered correct and binding upon the employee and the Union from that time forth and forever. The City will furnish the Union notice of any changes to the seniority list, and will furnish a revised list every twelve (12) months, a copy of which shall be posted.

Section 10.04 The City retains the right to select employees to fill positions within the City administration outside the bargaining unit established in Section 2.01 in its unfettered discretion.

Section 10.05 Reimbursement for Training Cost. If an employee, after having completed at the expense of the Employer the fire fighter training academy, voluntarily resigns from employment with the Employer and, within six (6) months after resignation becomes employed by any other fire department of any other jurisdiction, and if such resignation from employment with the Employer shall have occurred within two (2) years after completion of the fire fighter training academy, then the employee will reimburse the Employer for the expense incurred by the Employer for fire fighter training academy costs as follows:

- (a) If the resignation is within one (1) year following completion of fire fighter training academy, employee shall reimburse the Employer for two-thirds (2/3) of the cost and expenses.
- (b) If the resignation is more than one (1) year but less than two (2) years after completion of fire fighter training academy, then the employee shall reimburse the Employer for one-third (1/3) of the cost.

The Employer may require each prospective employee to execute an employment agreement including the obligation for reimbursement set forth by this paragraph, as a condition to final appointment to a position with the Fire Department.

This Article 10.05 shall apply to fire fighters hired after May 1, 2002.

ARTICLE 11

LAYOFF AND RECALL

Section 11.01 Layoff. The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with the employee's length of service as provided in Illinois Statutes, Chapter 24, (Section 10-2.1-18). Except in an emergency, no layoff will occur without at least twenty-one (21) calendar days notification to the Union. The City agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 11.02 Recalls. Where there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled.

Employees who are eligible for recall shall be given notice of recall, sent to the employee by certified or registered mail, with a copy to the Union. The employee must notify the Fire Chief or his designee of his intention to return to work within seven (7) days after notice of recall is received. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice as required above, his name shall be removed from the recall list.

Section 11.03 Nothing in this Article shall prevent or bar the Union and the City from mutually agreeing to a program designed to avoid or curtail layoffs by spreading available work or hours among employees within the unit.

ARTICLE 12

PROMOTIONS

Section 12.01 General. Promotions to positions of higher rank shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003 (50 ILCS 742/1 et seq.) (hereinafter called "the Act"). Provisions within this Article which are verbatim excerpts from the Act shall be deemed modified by modification of those provisions of the Act which may occur during the term of 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, and employees shall have the rights accorded them by the Act as in effect from time to time.

Section 12.02 Vacancies. This Article applies to promotions to vacancies in the rank of captain. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If

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

Section 12.03 Eligibility. All promotions shall be made from Employees in the next lower rank who have at least four (4) years of seniority in the fire department and who are certified as FAE, FF III and EMT-BD. Anniversaries of service which affect eligibility will be considered to occur on January 1 of the year in which the test is administered.

Section 12.04. Rating Factors and Weights. All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the Employee on promotional examinations consisting of the following components weighted as specified:

<u>Component</u>	<u>Weight</u>
Written Examination	50
Seniority	15
Ascertained Merit	15
Subjective Components	
(a) Chief Points	10
(b) Commission Oral Interview	10

Section 12.05. Test Components.

- (a) Written Examinations shall be as defined in the Act.
- (b) Seniority points shall be awarded as follows: the most senior candidate shall receive full points. Thereafter, the points awarded to less senior candidates shall be awarded pro rata. (e.g. Most senior 16 years equals 10 points, next most senior 12 years equals 7.5 points, etc.).
- (c) Ascertained Merit shall be as discussed or defined within the Act.
- (d) Subjective components shall be as discussed or defined within the Act.
- (e) Veteran's preference points shall be awarded as required by the Act or by the Fire Police Commission Act.

Section 12.06 Scoring of Components. 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 maximum total score of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotional list.

A candidate 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 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. The final adjusted promotion list shall then be posted upon the Union bulletin board and copies provided to the Union and all candidates.

Section 12.07 Right to Review. The Union or any affected employee 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. Any disputes as to such matters may be resolved and remedied by filing a grievance as provided by Article 9 of this Agreement (except as otherwise provided by law).

Section 12.08 Order of Selection. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in the work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of any vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to resolution in accordance with the grievance procedure in Article 9 of this Agreement.

Section 12.09 Maintenance of Promotional Lists. Final eligibility lists shall be effective for a period of three (3) years. The Employer shall take all necessary steps to ensure that Fire and Police Commission maintain in effect current eligibility lists so that promotional vacancies are filled not later than sixty (60) days after the occurrence of the vacancy.

ARTICLE 13
HOLIDAYS AND HOLIDAY PAY

Section 13.01 Because the operations of the Rock Falls Fire Department requires continuous services, employees shall work their assigned days regardless of whether or not it is a holiday. Upon completion of each fiscal year, each employee employed with the Rock Falls Fire Department throughout that fiscal year shall receive a holiday pay allowance equal to six percent (6%) of the previous fiscal year's salary base on the first regularly scheduled payroll date in the new fiscal year. Holiday pay compensation shall be considered as part of annual compensation when determining the employee's pension benefits.

Section 13.02 Abuse of time off benefits, such as sick leave, to avoid working regularly assigned days because it is a recognized holiday shall not be countenanced. Employees found to have engaged in such conduct shall be ineligible for the allowance provided in Section 13.01, in addition to any disciplinary action imposed for the abuse.

Section 13.03 Where an employee voluntarily resigns or retires prior to the end of a current fiscal year and is therefore ineligible for the holiday pay allowance specified in Section 13.01 above, the employee shall be paid a pro rated portion of the holiday pay allowance of Section 13.01 based upon the number of completed months of service worked prior to the retirement or resignation in that fiscal year. Payment hereunder shall be made in the next regularly scheduled pay period after the resignation or retirement takes effect.

Section 13.04 Probationary employees shall not be eligible to receive the holiday pay provided for this section. However, each employee, upon satisfactory completion of his or her period of probation (and provided that the employment continues following such completion) shall be paid the holiday pay allowance which the employee would have otherwise received except for probationary status, prorated to the number of months worked from the date of hire to April 30.

ARTICLE 14
VACATIONS AND PERSONAL DAY

Section 14.01 Each regular full-time employee shall be eligible for vacation time during each fiscal year of this Agreement on the basis of the following schedule:

After one (1) year of service	three (3) shift days;
After two (2) years of service	four (4) shift days;
After four (4) years of service	five (5) shift days;
After six (6) years of service	six (6) shift days;
After ten (10) years of service	eight (8) shift days;
After seventeen years of service	ten (10) shift days;
After twenty-two years of service	thirteen (13) shift days

Section 14.02 Vacation time may be scheduled at any time between May 1 and April 30 of the fiscal year, subject to the needs of the City and the approval of the Department Head. Each employee shall be credited with his vacation years of service which he possesses on May 1 of each fiscal year, but each employee shall be credited with his initial or any additional vacation eligibility upon completion of the specified years of service. Any vacation credit accrued shall be taken within twelve (12) months of the date on which the vacation was accrued or earned.

Prior to June 1 of each fiscal year, employees shall be entitled to schedule their vacation time in order of their department seniority, with the approval by the Fire Chief or Department Head. After June 1, vacation time may be scheduled at any available time, but more senior employees may not bump any less senior who previously scheduled his vacation time. The Fire Chief or Department Head shall retain the right to determine appropriate number of employees who may schedule vacation time during any particular period in order to insure adequate staffing.

Section 14.03 To be eligible to receive pay for vacation time, the employee must have worked his regular schedule at least twenty-six (26) weeks during the preceding fiscal year, provided, however, that any week not actually worked in which an employee is compensated under the Public Employee Disability Act, ILCS ch. 5, §345/1, shall be considered time worked for purposes of vacation pay eligibility.

Section 14.04 Employees eligible to receive pay for vacation time shall be paid their base salary rate for each shift day of vacation time utilized.

Section 14.05 Except as otherwise provided in this section, no employee shall be entitled to accumulate or accrue any vacation time or vacation pay from year to year, or to take vacation pay and work in lieu of vacation time, unless authorized by the Fire Chief and the Mayor or City Administrator. Each employee may carry over to the next fiscal year up to three (3) vacation shift days from each fiscal year, to be used within ninety (90) days after the beginning of said next fiscal year. Employees terminating, resigning their employment in good standing upon two (2) weeks advance notice, or who elect to retire, shall receive any unused vacation time with vacation pay with their final paycheck. For each completed month of service during the fiscal year in which an

employee terminates, the employee shall receive one-twelfth ($1/12$ or 0.083 percent) of his or her annual vacation pay.

Section 14.06 Employees shall be permitted to use vacation shift days in twelve (12) hour increments.

Section 14.07. Each employee shall be entitled to one (1) twenty-four (24) hour personal day off, with pay, effective May 1, 2006. Personal days may be used any time between May and April 30 of the fiscal year in which authorized. Employees will not be compensated for unused personal days.

ARTICLE 15

SICK LEAVE

Section 15.01 Each employee shall be granted twelve (12) hours of sick leave with pay for each month of service, up to a maximum of one hundred forty-four (144) hours per year, to be used whenever the employee, by reason of any injury or illness not arising out of his/her employment, is unable to work when scheduled. Each employee shall be entitled to accumulate a maximum of one thousand six hundred eighty (1680) hours of unused sick leave for subsequent use. Upon retirement, the Employer, upon election by the retiring employee, agrees to provide continued health insurance coverage to the retired employee equal to the cash value of the accumulated unused sick leave then held by the employee. The cash value of the unused sick leave shall be determined by multiplying the number of unused accumulated hours of sick leave times the employee's applicable hourly rate on the date of retirement. The cost of insurance shall be computed based upon the premium amount in effect and applicable from time to time for the class of employee coverage (single or family/dependent) elected by the retired employee, but provided that the employee shall be required to pay through conversion of unused sick leave the entire premium amount. If the employee exercises the option to convert unused accumulated sick leave to health insurance benefits, the employee is not eligible for reimbursement for unused sick leave under the provisions of Section 15.04 (or any successor provision).

Section 15.02 Employees, except probationary employees, will be paid the following monetary incentives for non or minimal use of sick leave hours in a calendar year:

\$200.00 for no sick leave hours used;
\$100.00 for 0.5 to 24 hours used;
\$ 50.00 for 24.5 to 48 hours used.

The incentive amounts provided for in this section shall be paid in the next regular payroll period after all December pay has been calculated. Probationary employees will be entitled to earn the incentive amounts pro-rated for any portion of the calendar year after completing probation, to be paid at the end of the next full calendar year.

Section 15.03 The sick leave benefits provided herein are not to be considered a right, but are allowed as a privilege, to be utilized only when an employee has a legitimate injury or illness which precludes the employee from performing the duties of his/her job or when an employee needs to attend to a member of the employee's immediate family because of serious injury or illness. Immediate family member shall be limited to the employee's legal spouse, child, parent, grandparent, brother, sister, grandchild, or parent-in-law, and shall further be limited to such individuals residing in the home of the employee at the time of such serious illness or injury. The head of each department may require adequate verification of the employee's asserted illness or injury, including the certification of an attending physician attesting to the employee's illness or injury or disability, whenever the Department Head deems such verification to be appropriate. Where such verification is requested, sick leave days with pay shall be denied where the verification is not submitted, in addition to any disciplinary measures found to be appropriate by the City.

Where an employee is required to be absent to attend to a member of the employee's immediate family because of a serious injury or illness, the head of each department shall require adequate proof of the serious illness or injury to an immediate family member and of the employee's need to attend to that family member before allowing the employee to be paid sick leave benefits for such absence. At the request of the Department Head, an employee must submit a certification from an attending physician certifying to the serious illness or injury of the member of the employee's immediate family and the need for the employee's absence to attend to such family member. In the absence of adequate proof, including any physician's certification when requested, the Department Head may deny the employee's request for sick leave benefits, in addition to any disciplinary measures found to be appropriate.

Proper notice of any illness or injury, or the need to attend an immediate family member, and the inability to work as scheduled as a result, shall be furnished in advance of any absence to the Department Head or immediate supervisor in order to qualify for sick leave pay benefits. Sick leave benefits may be available for any absence for any elective surgery, and may be used for any form of preventive medicine or treatment requiring the employee to take time off during working hours to see a doctor, receive hospital or clinical services or similar medical attention. Such usage must be reported to the supervisor prior to leaving the workstation.

Abuse of sick leave benefits will not be tolerated, and will result in disciplinary action against the employee found to have abused such privilege.

Section 15.04 Upon termination of employment by the employee, the employee shall be entitled to be paid for any accumulated unused sick leave at the rate of one (1) hour's pay for every twelve (12) hours of accumulated unused sick leave, up to a maximum of one hundred eight (108) hours pay, computed at the applicable hourly base wage rate for the employee during the last regular payroll cycle of his/her employment.

Section 15.05 Pensions. The parties recognize that the pension rights of employees within the unit are controlled by the Illinois Fire Fighters Pension Fund Act, ILCS ch. 40, §§5/4-101-et seq. Employees hired after May 1, 1990 shall be required to become and remain participants within the Fire Fighters Pension Fund as a condition to continued employment.

ARTICLE 16
BEREAVEMENT LEAVE

Section 16.01 The City agrees to provide each employee with four (4) twenty-four (24) hour shifts off duty, with pay, in the event of the death of the spouse or a child / stepchild of the employee, and to provide each employee with one (1) twenty-four (24) hour shift off duty, with pay, when a death occurs in the employee's immediate family, which includes father, mother, stepfather, stepmother, father-in-law, mother-in-law, grandparent-in-law, brother-in-law, sister-in-law, , sister or brother, , grandparent or grandchild. If the death occurs while the employee is on duty, the employee shall be released from the remainder of his shift upon request without loss of pay. Where the City determines it to be appropriate, the City may agree to additional time off, with or without pay, in the event of any other death in the family, or to allow the employee to utilize sick leave for such absence.

ARTICLE 17
JURY DUTY

Section 17.01 Where an employee is required to serve upon a jury during his/her regularly scheduled work time, the employee shall receive his regular salary for such period of time. In order to be eligible for payment for lost work time spent on jury duty, however, the employee shall be required to verify and turn over to the City all compensation received for service on jury duty. Should an employee serving jury duty be released prior to the conclusion of his scheduled shift of duty, he shall report for duty for the remainder of his scheduled shift. If an employee called for jury duty is chosen to serve on a jury for a trial, he shall not be considered released from that duty until released from service at the conclusion of the trial for which he is serving.

ARTICLE 18

LEAVE OF ABSENCE

Section 18.01 Any employee may request a leave of absence without pay for a period up to one (1) year by submitting the request in writing to the Fire Chief or Department Head, with copies to the Office of City Clerk and to the Union President. Any requested leave of absence shall be subject to the approval of the Fire Chief or Department Head and the Mayor, who may approve or disapprove the request on the basis of the operating requirements of the Department, the availability of substitute employees, the reasons for the requested leave of absence, and any other relevant factors. Employees granted leave of absences shall be prohibited from accepting any employment while on leave of absence without prior approval of the Fire Chief or Department Head and the Mayor, and shall be deemed to have voluntarily terminated their employment with the City where they fail to comply with such limitation. Employees granted a leave of absence shall not accrue nor accumulate seniority during such leave of absence, but will be reinstated to a position within the Fire Department within a reasonable period after notice of the employee's desire to return to duty. Where an employee on a leave of absence requires an extension, a request for an extended leave of absence shall be submitted and processed in accordance with the procedures for original requests for leave.

Section 18.02 Childcare Leave. Any regular employee who is to become a parent of a newborn or adoptive child shall have the right to an unpaid leave of absence of up to three months. The leave will begin and salary shall stop at the end of the last full day of employment. An employee who is placed on childcare leave will retain any accrued annual leave, but no benefits shall be earned during the childcare leave period. In the case of adoption, the beginning of the leave period shall be determined by the adoption agency in relation to the availability of the child.

Application for childcare leave should be filed with the Fire Chief or Department Head at least thirty (30) days prior to the anticipated beginning date of the leave. In the case of early delivery or adoption, the thirty (30) day rule may be omitted, but the employee must notify the Department Head at the earliest opportunity of the intent to take such childcare leave. Written application for childcare leave shall:

- (a) be accompanied by the proper certification of impending childbirth or adoption by the employee's physician or adoptive agency;
- (b) the date that leave is requested to begin;
- (c) the anticipated date the employee expects to return to normal duties; and
- (d) employees on childcare leave, upon payment of the appropriate premiums, may continue their coverage under the City's life insurance, health insurance, and disability insurance programs.

When the employee indicates in writing the intention of returning to work, the Department assumes an obligation to reinstate the employee to the same position or to one of equal status and pay, provided that such written notice must be presented at least twenty-one (21) days in advance

of the anticipated date of return. Such leaves shall not be subject to extension beyond the initial period requested.

Section 18.03 Military Leave. Any regular employee who leaves active employment for the purposes of being inducted, entering, determining physical fitness to enter, or performing training duty in the armed forces or Coast Guard, either by enlistment, draft or recall will be granted leave of absence.

Upon the expiration of such leave of absence, each employee will be restored to his/her former job classification or to a position of like seniority, status and pay, unless circumstances of the City have so changed as to make it impossible or unreasonable to do so, provided:

- (a) application for re-employment is made within ninety (90) days after discharge from active service or hospitalization continuing after discharge for a period of not more than one (1) year;
- (b) the employee present a certificate showing satisfactory completion of service;
- (c) the employee's voluntary period of enlistment or recall to active duty does not exceed four (4) years, plus one (1) year additional voluntary extension of active duty if the extension is at the request and for the convenience of the government;

The employee who, as a member of the military reserve unit of the United State or State of Illinois, attends special training assignments, shall be given leave not to exceed fifteen (15) calendar days a year. This special leave shall in no way affect vacation, sick leave, or other emergency leave benefits of the employee's job status. The employee will receive full pay during the absence which shall be computed at the amount equal to 100% of base pay, less any taxable wages or compensation paid by the reserve unit of the United States or State of Illinois.

ARTICLE 19

INSURANCE

Section 19.01 The City will continue to provide medical health insurance coverage to regular full-time employees and their dependents upon the same terms accorded to employees of the City not within the bargaining unit described herein. The City and City administration retains the right to change insurers or insurance policies whenever such actions are deemed appropriate. Coverage under the medical health insurance shall terminate whenever an employee's seniority and employment relationship terminates under this Agreement. Employees on layoff or any leave of absence or absence of more than thirty (30) days duration shall be required to pay the costs of maintaining their insurance coverage should they elect to maintain their coverage.

Section 19.02 During the term of this contract, the cost of premiums required to maintain medical health insurance coverage for regular full-time employees and their dependents shall be paid by the City and employees as follows: Effected for all employees hired on or after the effective date of this contract, the City shall pay eighty percent (80%) of the premium and the employee shall pay twenty percent (20%) of the premium. All employees hired before October 1, 2019, shall remain with a 84%/16% cost sharing percentage. Upon authorization, the City will deduct the employee's payment from his/her paycheck each month, but each employee shall have the sole responsibility for submission of any required premium payments to the City in advance to insure continuation of coverage, and the City shall assume no responsibility for the employee's failure to make such payment and any lapse of coverage resulting from it. If an employee's spouse has health insurance coverage available to them through their own employment, the spouse will not be eligible for coverage under the City plan.

Section 19.03 The City agrees to continue to provide full-time employees with term life insurance in an amount of \$10,000.00 during the term of this Agreement, and to pay any premium cost for such coverage for the employee.

Section 19.04 Where any employee needs vaccination for hepatitis-B, tetanus, or influenza, and the cost is not covered by the City provided insurance coverage, the City agrees to reimburse the employee for the costs of vaccination, upon submission of proper documentation of the expense and non-coverage. The Fire Chief or his designee will maintain a record of all vaccinations received by employees.

Section 19.05 So long as it is legally authorized, the City will make available to employees covered by this Agreement the same Section 125 plan being offered to employees of the City not within the unit covered by this Agreement. The City does not accept or assume responsibility for the operation or administration of any Section 125 plan, and shall not be financially responsible for, nor the guarantor of, such plan.

ARTICLE 20

WAGES

Section 20.01 during the term of this Agreement, the annual base salary for regular, full-time fire fighters within the Fire Department shall be shown on the wage schedule attached to this Agreement as "Appendix A" and incorporated herein by reference. The base hourly wage rate for calculation of overtime only shall be calculated by dividing the annual base salary by two thousand seven hundred fifty-seven (2757) hours.

The City administration shall retain the authority to grant individual employees increases above the wage scale provided for above upon the recommendation of the Fire Chief or Department Head.

The City administration shall retain the authority to create new jobs and to establish the applicable salary or hourly wage rate for such new jobs, provided the City will give notice to, and consult with, the Union before implementing such wage rates. However, the City may thereafter unilaterally install such wage rates and its actions shall not be subject to the grievance-arbitration procedures of this Agreement.

Section 20.02 The City shall retain the authority to assign employees to any duties or jobs within the Fire Department the employee is qualified to perform whenever operational requirements require. To be eligible to fill the role of acting shift officer employees must have at least four (4) years of seniority and be certified as an Advanced Firefighter, Fire Apparatus Engineer, and EMT-B.

Whenever an employee performs the duties of a higher ranking position temporarily pursuant to the direction of the Fire Chief or his designee, the employee shall be paid a premium of one dollar seventy-five cents (\$1.75) an hour for the hours in which he works temporarily in place of the higher ranking officer.

Section 20.03 Longevity Pay. Employees who have successfully advanced through the step grade levels of the salary schedule attached as Appendix A, and have attained the highest step level shall thereafter be eligible to receive an annual longevity pay bonus based upon the number of years served at that highest salary step, calculated in accord with the following table.

<u>Years of Service</u>	<u>Increase</u>
After 8 years of service	1.5%
After 10 years of service	2.5%
After 15 years of service	3.5%
After 20 years of service	4.0%

Each Employee shall receive the specified longevity pay increase on the anniversary date of hire and attainment of the years of service specified.

Section 20.04 Education Pay and Military Pay. An employee who possesses an associate degree in a field related to fire suppression or emergency medical treatment from an accredited college or university, a bachelor's degree in any field of study from an accredited college or university, or certificate of completion of a technical training program comprising at least 50 clock hours of training from an accredited training facility which has been deemed appropriate and beneficial for the Fire Department, shall receive an annual education bonus in the amount of \$200.00, payable on November 1 of each year. An employee who possesses a bachelor's degree in a field related to fire suppression or emergency medical treatment from an accredited college or university shall receive an annual bonus in the amount of \$300.00 payable on November 1 of each year. An employee who is an active member of the United States military or who possesses an honorable discharge from active duty military service of the United States shall receive an annual military bonus in the amount of \$400.00, payable on November 1 of each year. The education and military bonuses provided by this Section shall not be included in nor added to the base pay of the employee, nor shall an employee be entitled to both an education and military bonus, but a person who possesses both a degree and an honorable discharge shall be entitled to the higher of the 2 bonus amounts.

ARTICLE 21

HOURS AND OVERTIME

Section 21.01 This Article is intended to define the normal schedule of work for employees covered by this Agreement, and establish the basis for calculation of overtime. This Article shall not be construed as a guarantee of hours of work, and is not intended to establish a right to compensation in any form for time not worked, except as expressly provided in this Article. There shall be no pyramiding of compensation provided for in this Agreement, and overtime compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 21.02 Hours and Overtime.

- (a) **Hours of Work.** The normal shift schedule for fire fighters whose principal assignment is fire suppression shall be twenty-four (24) consecutive hours of duty beginning at 8:00 A.M. followed by forty-eight (48) consecutive hours off duty. Effective May 1, 2020, the hours thus generated shall be reduced by scheduling a “Kelly Day” off duty every fifteenth (15th) duty day, to produce an average workweek of 53.00 hours per week. The “Kelly Day” for each individual fire fighter shall be scheduled so that the first twelve (12) hours of each “Kelly Day” coincides with the last twelve (12) hours of that fire fighter’s duty cycle, and the second twelve (12) hours of the “Kelly Day” coincides with the first twelve (12) hours of the fire fighter’s next duty cycle.
- (b) **FLSA Work Cycle.** The work cycle for fire fighter employees whose principal assignment is fire suppression, and who are assigned to twenty-four (24) hour shifts shall be twenty-two (22) days. Employees assigned to twenty-four (24) hour shifts shall normally be scheduled for eight (8) shift days of twenty-four (24) hours duration each during each twenty-two (22) day work cycle, or a total of one hundred ninety two (192) hours per work cycle. Each work cycle shall begin and end at eight (8:00) o’clock p.m. (2000 hours). The normal shift day shall begin and end at eight (8:00) o’clock a.m. (0800 hours) for fire fighters assigned to twenty-four (24) hour shifts.
- (c) **Overtime.** Employees shall be paid one and one half (1.5) times the hourly rate for all hours worked in excess of their normal shifts unless the employee elects to have the additional hours credited as compensatory time under Section 22.03. “Hours worked” shall include vacation time, compensatory time, personal days and sick leave taken or used.
- (d) Where an employee is scheduled for an eight (8) or ten (10) hour day, the work schedule shall be established by the Fire Chief, and shall be scheduled for periods of five (5) or six (6) consecutive days on duty. The employee’s shift shall commence each day at eight (8:00) o’clock a.m., or such other

hour as may be designated by the Fire Chief by General Order, and shall include a one (1) hour unpaid lunch break. Hours actually worked in excess of the limits of (a) or (b) of this Section, shall be considered overtime, and paid at a rate of one and one half (1.5) times the hourly overtime rate.

- (e) Once the schedule for a regular work cycle has been established for all employees, the schedule of individual employees will not be altered, except upon notice twenty-four (24) hours in advance, unless the change is a result of emergency conditions or absences which could not be anticipated when the schedule was completed. Employees may voluntarily exchange their scheduled shifts with another employee six (6) times per year, or more, provided the Fire Chief authorizes the voluntary exchanges, so long as the exchange:
 - (1) is made in writing;
 - (2) is signed by both employees;
 - (3) is approved by the Fire Chief or his designee; and
 - (4) does not result in any overtime hours worked or interfere with departmental plans or programs.
- (f) Voluntary shift exchanges of less than two (2) hours in a day may be achieved without penalty to the six (6) voluntary exchanges authorized in (c) above, provided the exchange has been authorized by the Fire Chief or his designee.
- (g) Kelly Days may be traded between employees assigned to the same shift according to the same procedures currently utilized for trading duty time. Such trades are voluntary between employees and shall be paid back so that no FLSA liability for the City is credited.

Section 21.03 Compensatory Time. In lieu of paid overtime compensation as provided in this Article, employees may elect to accumulate compensatory time credit pursuant to Section 7(o) of the Fair Labor Standards Act, to be taken as additional time off on a basis of one and one half hour of time off for each hour of overtime, as defined above, worked and accumulated as compensatory time. However, no employee shall be authorized or allowed to accrue or accumulate compensatory time credit in excess of ninety-six (96) hours, and any employee having accumulated compensatory time credit equaling the maximum allowed shall thereafter be paid for overtime hours worked until his compensatory time credit has been partially or fully utilized or reduced by payment. The City reserves the right to pay employees for overtime work in lieu of authorizing compensatory time credit to be accrued, and to pay any employee at his then current hourly base wage rate for any accrued compensatory time credit to reduce or eliminate any balance outstanding at the end of any fiscal year.

Employees having accumulated compensatory time credit shall be allowed, upon request made a reasonable period in advance, to utilize the accumulated compensatory time to take time off work with pay, provided the employee's request for compensatory time off will not require or result in additional overtime, and the Fire Chief will attempt to accommodate each employee's request for use of compensatory time credit to the extent possible so long as the request will not unduly disrupt the Department's operations. For absences of less than twelve (12) consecutive hours or less, a reasonable period in advance shall constitute a minimum of forty-eight (48) hour notice in advance, while for absences of any period greater than twelve (12) hours, a reasonable period in advance shall constitute a minimum of forty-eight (48) hours notice in advance of the posting of the schedule for the period in which the time off is to be taken unless extenuating circumstances preclude such advance notice. Employees having accumulated compensatory time credits may, upon written request, receive overtime pay in lieu of compensatory time off for their accumulated compensatory time credit, and will be paid at the employee's hourly base wage rate existing at the time of the employee's request. Any employee terminating employment will be paid the monetary equivalent of accrued, unused compensatory time credit as part of his final compensation, and shall be paid at the employee's hourly base wage rate immediately preceding termination, or an average of the employee's regular hourly base wage rate during the three (3) year period prior to termination, whichever is greater.

Compensation for callback under Section 21.06 shall be eligible for compensatory time banking under this section, calculated as though the compensation was for overtime hours worked, and subject to the limits and requirements of this section.

Section 21.04 Insofar as it is practical, overtime work opportunities will be apportioned equitably within the fire service. An overtime list will be prepared, maintained and posted within the department listing the number of hours of overtime worked or charged by employee. The initial list will assign overtime opportunity according to seniority, with the most senior (by date of hire) employee being listed first and descending to least senior. Overtime opportunities will be offered to the person at the top of the list (person with the least amount of overtime posted) and proceeding downward to next least amount, etc. Overtime hours posted on the list will be a total of hours worked and charged, and the list will be updated as necessary. Any errors in the distribution or assignment of overtime opportunities shall be remedied and corrected by the assignment or offer of additional overtime opportunities to the affected employee(s) on the next occasion overtime is required in the fire service.

It is understood and acknowledged between the parties that the Employer has the authority to require employees to work overtime whenever, in the judgment of management, conditions require the employees to work additional hours, or when all persons on the overtime list have been unreachable or refused, in which case the employer will not be bound by the overtime distribution list. Hours worked will be posted to the overtime list.

Section 21.05 Court Time. Employees who would be off duty shall, for hours during which they are required to appear as a witness in court or before the grand jury, in an official capacity, be paid their regular hourly wage rate for all hours actually spent in court or before the grand jury from the time set for the employee's appearance until the trial or hearing is finished for the day and the employee is excused. Employees shall, however, receive a minimum of one (1)

hours pay for each day the employee is required to appear on a day off if court is in Sterling, or two (2) hours if court is elsewhere than Sterling, provided the employee shall file a report of his actual hours spent on each appearance. Any appearance fee paid to the employee when he appears in an official capacity as a fire fighter on behalf of the City of Rock Falls shall be surrendered to the City. The foregoing shall not include any proceeding in which the employee is an interest party to the proceeding, or to any proceeding in which the employee or the Union is an adverse party to the City.

Section 21.06 Callback. A callback is defined as an official assignment of work (not voluntarily assumed) which does not continuously precede or follow an employee's regularly scheduled working hours. The employee shall receive a minimum of one (1) hours pay at the rate of one and one-half ($1 \frac{1}{2}$) times his regular straight time hourly rate of pay and shall not exceed the one (1) hours pay unless the callback time extends past one-quarter ($1/4$) of the next hour. Should the one-quarter ($1/4$) hour be surpassed, the employee shall then receive another one (1) hours pay at one and one-half ($1 \frac{1}{2}$) times his regular straight time hourly rate of pay. This policy of callback shall continue as long as the employee or employees are required to maintain coverage at the fire scene or station.

Effective the first work period after June 26, 1995, where a callback occurs after 8:00 p.m. and before 8:00 a.m. each employee called back shall receive a minimum of two (2) hours pay at the rate of one and one-half ($1 \frac{1}{2}$) times his regular straight time hourly rate of pay, rather than the one (1) hour minimum above.

Section 21.07 Residency Requirement. All employees of the Rock Falls Fire Department bargaining unit must reside within a 30 minute driving distance of the Main Fire Station in the City of Rock Falls City. New employees shall meet this requirement within two (2) years after appointment to the Fire Department.

ARTICLE 22

UNIFORM ALLOWANCE

Section 22.01 Employees who are required to wear and maintain prescribed items of uniform clothing and personal equipment shall initially be issued such clothing and equipment as is necessary and shall be required to clean and maintain such items properly.

Section 22.02 Uniform Replacement Allowance. The Employer shall maintain a supply of Tee-shirts, sweatshirts, uniform pants and caps for use by Employees, and shall supply those items to Employees on an "as needed" basis, determined by the Chief or his designee. Regular full-time employees covered by this Agreement who are required to wear and maintain prescribed items of uniform clothing and personal equipment shall wear the clothing items supplied and shall also be provided with a uniform credit of up to One Hundred Fifty Dollars (\$150.00) for the replacement of shoes or other personal work clothing each fiscal year. Said credit will begin on May 1st of each fiscal year, and each employee shall provide an accounting of all charges for shoes or other items of clothing ordered for which reimbursement from the allowance is asked. The decision whether any uniforms or equipment require replacement shall be made by the Fire Chief or his designee. Where uniforms or personal equipment are lost, damaged, or destroyed without fault of the fire fighter, the City will replace them.

Section 22.03 **Uniform Maintenance.** Regular full-time employees covered by this Agreement who are required to wear prescribed items of uniform clothing and personal equipment shall be required to maintain such items, including any minor repair and maintenance, laundering and/or dry cleaning of clothing, and other necessary maintenance resulting from the usual wear and tear of such uniforms and equipment. Where issued uniform clothing requires dry cleaning, the employee shall seek authorization from the Fire Chief for dry cleaning of the soiled equipment. If approved by the Fire Chief, the City will reimburse the employee for the cost of dry cleaning.

Section 22.04 **Turn-Out Gear.** The City shall furnish a complete set of turnout clothing for all new employees and shall furnish replacements of such clothing on an as needed basis to all employees covered by this Agreement. These items shall include coats, boots, bunker pants, helmets, shields, gloves, nomex hood, and all other items of safety equipment that the City may require fire fighters to wear from time to time. The decision whether any item(s) require replacement shall be made by the Fire Chief or his designee, and approved by the full-time members of the Safety Committee of the Fire Department.

ARTICLE 23

TRAINING

Section 23.01 General Policy. The City understands the need for training for all employees. Training shall be provided insofar as it is economical to do so and insofar as such training does not adversely affect and interfere with the orderly performance and continuity of services within the Fire Department. Training shall be scheduled by the Fire Chief or his designee. Employees will attend training session as assigned by the City. Employees covered by this Agreement and assigned to attend required training sessions that extend beyond the hours of a normal work period shall be paid in accordance with the requirements of this Agreement.

Section 23.02 Access to Training. The Fire Chief shall generally encourage reasonable access to training opportunities to the extent that operational requirements of the Department permit. The Union shall be given an opportunity, upon request, to offer suggestions to the Chief on ways to improve access to training opportunities.

Section 23.03 Meal expenses incurred by an employee for attendance at classes, court, training session or for employer business at locations more than ten (10) miles from the City and lasting more than four (4) hours shall be reimbursed to a maximum of \$15.00 for each morning and midday meal and \$30.00 for each evening meal. No alcoholic beverage purchase shall be reimbursed. A detailed receipt of the meal expenditure shall be provided by the employee at the time of the request for reimbursement, but provided that if the employer provides advance allowance for extended away from city attendance, the receipt will be submitted by the employee upon return. Travel and hotel expenses shall be as permitted by the general policies of the City.

ARTICLE 24
LABOR-MANAGEMENT CONFERENCES

Section 24.01 Meetings. The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings shall be held at mutually agreeable times and locations. The party requesting a "Labor-Management Conference" shall make the request in writing to the other party and provide the agenda for such meeting.

Such meetings shall be limited to:

- A. Discussion on the implementation and general administration of this Agreement.
- B. A sharing of general information of interest to the parties.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of fire services can be effectuated for the maximum protection of the citizens of Rock Falls. To effectuate the purpose and intent of the parties, both parties agree they should meet as necessary.

Section 24.02 Grievances Not Discussed. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 24.03. Finance Committee Membership. The City agrees to create, as a non-voting member, a position on the finance committee of the City Council, said position to be filled by a representative from the Union, and the person to be designated by the Union. The Union may from time to time designate an alternate person to serve as representative. All materials presented to the finance committee will be provided to the Union for use by the person occupying the non-voting position, and in addition, any and all other financial materials of the City which would otherwise be available through a Freedom of Information Act request will be made available one time, at the request of the Union, to such non-voting member, without necessity for filing a Freedom of Information Act request. The non-voting member shall be entitled to attend all finance committee meetings, and the Union shall be given notice of the time and place of said meetings by delivery by the City Clerk to the mailbox of the Union located within the department, but provided that the member attending shall only attend during off-duty hours, or may be released from duty, without pay, by the chief of the department. The chief shall not be obligated to release an employee to attend a finance committee meeting, but may do so, subject to the needs of the department. The non-voting member of the committee shall be entitled to participate in all discussions of the finance committee.

Section 24.04. Health Plan Committee. The City agrees to form during the first year of this contract a citywide health planning committee consisting of members of the City Council and

at least one (1) employee from each bargaining unit with a collective bargaining agreement with the City and at least one (1) department head or supervisor. Each bargaining unit shall appoint the member from that unit. The committee shall be advisory in nature and will be intended to work with the City Council in developing cost containment strategies for the Employee Health Care and Benefit Plan. The City Council shall provide the chief steward of the IAFF with copies of all healthcare plan financial data as are made available from time to time to the City Council. Attendance at meetings of the health plan committee shall be non-paid and the member appointed by the IAFF may be released from duty to attend meetings, subject to the needs of the department, and upon request to the chief. Failure of the chief to release the member to attend shall not be a violation of this provision of the contract, however.

ARTICLE 25
DEFERRED COMPENSATION

Section 25.01 Employer will make available to employees a deferred compensation plan. Upon completion of the probationary period, any employee shall be entitled to participate in the plan. For each Employee that elects to defer at least 2% of pay, Employer will match that deferral by contributing 1% to the Employee's deferred compensation account.

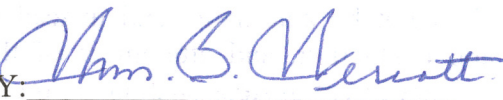
The deferred compensation plan established for employees by this Section is intended to be in lieu of any obligation of Employer to contribute to healthcare plan costs of retired employees.

ARTICLE 26
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the Employer has made adequate disclosure of relevant financial matters, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

Signed on behalf of the City of Rock Falls, Illinois and Rock Falls Fire Fighters Association Local No. 3291, affiliated with the International Association of Fire Fighters and effective as of this 1st day of May, 2020.

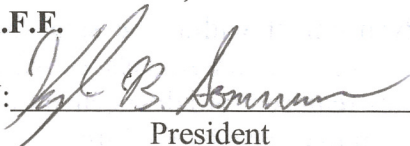
CITY OF ROCK FALLS, ILLINOIS

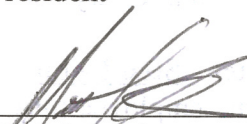
BY: 
Mayor


City Clerk

Dated this 24th day of April, 2020

**ROCK FALLS FIRE FIGHTERS
ASSOCIATION, LOCAL NO. 3291,
I.A.F.F.**

BY: 
President


Negotiation Committee Member


Negotiation Committee Member

Dated this 24th day of April, 2020.

**“APPENDIX A”
ANNUAL BASE SALARIES AND LONGEVITY**

The Annual Base Salaries of employees within the position of fire fighter covered by this Agreement shall be:

			FY 21	FY 22	FY 23	FY 24
	Current Wages with \$1,500. Equity Adjustment		2.50%	2.50%	2.50%	2.50%
Step I	\$ 44,299.00	\$	45,406.48	\$ 46,541.64	\$ 47,705.18	\$ 48,897.81
Step II	\$ 46,053.85	\$	47,205.20	\$ 48,385.33	\$ 49,594.96	\$ 50,834.83
Step III	\$ 47,805.99	\$	49,001.14	\$ 50,226.17	\$ 51,481.82	\$ 52,768.87
Step IV	\$ 49,556.78	\$	50,795.70	\$ 52,065.59	\$ 53,367.23	\$ 54,701.41
Step V	\$ 51,308.92	\$	52,591.64	\$ 53,906.43	\$ 55,254.09	\$ 56,635.45
Step VI	\$ 53,061.06	\$	54,387.59	\$ 55,747.28	\$ 57,140.96	\$ 58,569.48
Step VII	\$ 53,488.66	\$	54,825.88	\$ 56,196.52	\$ 57,601.44	\$ 59,041.47
Captain	\$ 61,134.42	\$	62,662.78	\$ 64,229.35	\$ 65,835.08	\$ 67,480.96

Advancement within the steps provided herein shall not be automatic, and instead is contingent upon the individual's satisfactory progress and evaluation, and attainment of the achievements required for advancement outlined below. Advancement in steps shall occur on an employee's anniversary date of hire.

Fire Fighter - Step I - Entry Level - Applicable to the Probationary Period - To advance to Step II, the employee must successfully complete his probationary period. And achieve Basic Firefighter certification.

Fire Fighter - Step II - Requires completion and certification as Basic Firefighter - To advance to Step III, employee must successfully complete Emergency Medical Technician Basic Course, attain EMT-BD certification, and serve in Step II a minimum of twelve (12) consecutive months with a satisfactory or better evaluation.

Fire Fighter - Step III - Requires completion and certification as EMT-BD - To advance to Step IV, employee must maintain EMT-BD certification, serve in Step III a minimum of twelve (12) consecutive months with a satisfactory or better evaluation, and achieve Advanced Firefighter certification.

Fire Fighter - Step IV - Requires completion and certification as Advanced Firefighter and retain EMT-BD certification - To advance to Step V, employees must maintain EMT-BD certification, serve in Step IV a minimum of twelve (12) consecutive months with a satisfactory or better evaluation, and achieve Fire Apparatus Engineer certification.

Fire Fighter - Step V - Requires completion and certification as Fire Apparatus Engineer and retain EMT-BD certification - To advance to Step VI, employee must maintain EMT-BD certification, serve in Step V a minimum of twelve (12) consecutive months with a satisfactory or better evaluation, and participate in, and satisfactorily complete additional formal training programs as designated by Fire Chief.

Fire Fighter - Step VI - Requires retention of EMT-BD certification and continued evaluation of satisfactory or better – To advance to Step VII, employee must maintain EMT-BD certification, serve in Step VI a minimum of twelve (12) consecutive months with a satisfactory or better evaluation and participate in and satisfactorily complete additional formal training programs as designated by Fire Chief.

Fire Fighter – Step VII – Requires retention of EMT-BD certification and continued evaluation of satisfactory or better. Employee must have served in Step VI a minimum of twelve (12) consecutive months with a satisfactory or better evaluation and have participated in and satisfactorily completed additional formal training programs as designated by the Fire Chief.

Any employee hired prior to January 1, 2015 shall be required to achieve Firefighter II in place of Basic Firefighter and Fire Fighter III in place of Advanced Firefighter where applicable. Any employee hired after January 1, 2015 shall be required to achieve Basic Firefighter and Advanced Firefighter where applicable.

Whenever access to training to obtain any certification required for advancement was not reasonably available to the employee, or in the discretion of the Fire Chief, a postponement of the certification requirement should be granted to the employee based upon satisfactory progress toward attaining the required certification, an employee may advance to a higher step before completing requirements for and obtaining the certification required for advancement.