

**STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
GENERAL COUNSEL**

Rolling Meadows Professional Firefighters,)	
IAFF Local 3075,)	
)	
Labor Organization,)	
)	
and)	Case No. S-DR-24-001
)	
City of Rolling Meadows (Fire Department),)	
)	
Employer.)	

DECLARATORY RULING

On September 5, 2023, the Rolling Meadows Professional Firefighters, IAFF Local 3075, (“Union”) and the City of Rolling Meadows (Fire Department) (“Employer” or “City”) filed a Joint Petition for Declaratory Ruling (“Petition”) pursuant to Section 1200.143(b) of the Rules and Regulations of the Illinois Labor Relations Board (“Board”). 80 Ill. Adm. Code §1200.143(b). The Petition seeks a determination of whether promotion to the newly included Battalion Chief rank in the Union’s existing bargaining unit concerns a mandatory or permissive subject of bargaining within the meaning of the Illinois Public Labor Relations Act (“IPLRA” or “the Act”), 5 ILCS 315/1 *et seq.* Both parties filed briefs in support of their respective positions. For the following reasons, I find that promotion to the rank of Battalion Chief concerns a mandatory subject of bargaining.

I. BACKGROUND

On December 10, 1995, the City, under its home rule authority, adopted Ordinance No. 96-65 (“Ordinance”) which established the rank of Battalion Chief to be filled by appointment of the

City Manager, rather than by the City’s Board of Fire and Police Commissioners. Battalion Chief is one rank above Lieutenant in the City’s Fire Department. In 2023, the Union sought to add Battalion Chiefs to its existing unit of firefighters employed by the City, which also included the rank of Lieutenant. Through majority interest proceedings in Case No. S-RC-23-026, on April 13, 2023, the Union was certified as the exclusive representative of a bargaining unit comprising “[a]ll sworn or commissioned full-time firefighters in the rank of Firefighter, including Firefighter EMT and Firefighter Paramedic, in the rank of Lieutenant, including Lieutenant Paramedic, and Battalion Chiefs” working in the Employer’s Fire Department. Before the inclusion of the Battalion Chief rank in April 2023, the Union and the Employer had executed numerous collective bargaining agreements for the then existing unit, the most recent being a successor agreement effective January 1, 2022 to December 31, 2025 (“Agreement”).

After the certification of representation adding the Battalion Chief position to the bargaining unit issued, the Union demanded to bargain over the newly included rank, which was now the highest rank in the bargaining unit. On June 27, 2023, the Union and the City began bargaining over the terms and conditions of employment for Battalion Chiefs. Relevant to this Petition, the Union submitted a proposal amending Article XX of the Agreement to include examination and ranking components in the process for promotions to the rank of Battalion Chief. Article XX of the Agreement contains eligibility requirements and criteria for promotion to the rank of Lieutenant, which at the time of execution of the Agreement was the highest rank covered by the Agreement. The City countered with a proposal that included language limiting the promotional process to the rank of Lieutenant, taking the position that promotions to the rank of Battalion Chief are a permissive subject of bargaining because the rank is exempted from the

definition of “promotion” set forth in Section 5 of the Fire Department Promotion Act (“Promotion Act”), 50 ILCS 742/1 *et seq.*

II. ISSUES

The Petition states the issue as follows: “Whether promotions to the rank of Battalion Chief, which had been the next rank immediately above the highest rank included in the bargaining unit, but which is now included in the bargaining unit, is a mandatory subject of bargaining between the City of Rolling Meadows and IAFF Local 3075.”

The City asserts that promotions to the rank of Battalion Chief concern a permissive subject of bargaining because the Ordinance the City passed as a home rule municipality in December 1995, exempts the Battalion Chief rank from the definition of “promotion” found in Section 5 of the Promotion Act. In support, the City points to exception (iv) contained in Section 5 which it claims excludes from the definition of “promotion,” promotions to ranks exempted by a home rule municipality before January 1, 2002, regardless of a rank’s bargaining unit status. The City also contends the last sentence of Section 5 excludes the Battalion Chief rank from the definition of “promotion” because the rank was not covered by a collective bargaining agreement in effect at the time the Promotion Act became effective.

The Union contends that promotions within a bargaining unit have long been recognized by the Board and courts to be a mandatory subject of bargaining. It notes that the City’s reliance on the exceptions in Section 5 is misplaced because such exceptions do not apply to promotions to ranks within a bargaining unit.

III. RELEVANT STATUTORY PROVISIONS

The duty to bargain is set forth in Section 7 of the Illinois Public Labor Relations Act, relevant portions of which provide:

For the purposes of this Act, “to bargain collectively” means the performance of the mutual obligation of the public employer or his designated representative and the representative of the public employees to meet at reasonable times, including meetings in advance of the budget-making process, and to negotiate in good faith with respect to wages, hours, and other conditions of employment, not excluded by Section 4 of this Act, or the negotiation of an agreement, or any question arising thereunder and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

The duty “to bargain collectively” shall also include an obligation to negotiate over any matter with respect to wages, hours and other conditions of employment, not specifically provided for in any other law or not specifically in violation of the provisions of any law. If any other law pertains, in part, to a matter affecting the wages, hours and other conditions of employment, such other law shall not be construed as limiting the duty “to bargain collectively” and to enter into collective bargaining agreements containing clauses which either supplement, implement, or relate to the effect of such provisions in other laws.

The duty “to bargain collectively” shall also include negotiations as to the terms of a collective bargaining agreement. The parties may, by mutual agreement, provide for arbitration of impasses resulting from their inability to agree upon wages, hours and terms and conditions of employment to be included in a collective bargaining agreement. Such arbitration provisions shall be subject to the Illinois “Uniform Arbitration Act” unless agreed by the parties.

Section 4 of the Act protects certain managerial rights as follows:

Employers shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its

overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees. Employers, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

5 ILCS 315/4.

Section 5 of the Promotion Act defines "Promotion" as follows:

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

50 LCS 742/5. Section 10 of the Promotion Act provides in relevant part:

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

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

* * *

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit ... [t]he right of an exclusive bargaining representative to require an employer to negotiate clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees to ranks, as defined in Section 5, covered by this Act. . . .

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

50 ILCS 742/10.

IV. DISCUSSION AND ANALYSIS

Promotions to the rank of Battalion Chief, the highest rank included in the bargaining unit represented by the Union, concern a mandatory subject of bargaining.

Parties are required to bargain collectively regarding employees' wages, hours, and other conditions of employment—the “mandatory” subjects of bargaining. City of Decatur v. Am. Fed'n of State, Cnty. and Mun. Empl., Local 268, 122 Ill. 2d 353 (1988); Am. Fed'n of State, Cnty. and Mun. Empl. v. Ill. State Labor Rel. Bd., 190 Ill. App. 3d 259 (1st Dist. 1989); Ill. Dep't of Military Affairs, 16 PERI ¶2014 (IL SLRB 2000); City of Mattoon, 13 PERI ¶2016 (IL SLRB 1997); City of Peoria, 3 PERI ¶2025 (IL SLRB 1987). The duty to bargain extends to issues that arise during the term of a collective bargaining agreement. Mt. Vernon Edu. Ass'n, IEA-NEA v.

Ill. Educ. Labor Relations Bd., 278 Ill. App. 3d 814, 816 (4th Dist. 1996). Promotional criteria and procedures are mandatory subjects of bargaining. Vill. of Franklin Pk. v. Ill. State Labor Relations Bd., 265 Ill. App. 3d 997, 1003-04 (1st Dist. 1994), aff'g Vill. of Franklin Park, 8 PERI ¶2039 (IL SLRB 1992).

The Employer's contention that exceptions contained Section 5 apply to promotions within a bargaining unit is without merit. The fundamental rule of statutory construction is to ascertain and give effect to the intent of the legislature. Gaffney v. Bd. of Trs. of the Orland Fire Prot. Dist., 2012 IL 110012, ¶ 56. The most reliable indicator of that intent is the language of the statute itself. Id. If the statutory language is clear and unambiguous, it must be applied as written, without resorting to further aids of statutory construction. Id. The provisions of a statute must be viewed as a whole and its words and phrases must be interpreted in light of other relevant provisions. Raintree Homes, Inc. v. Vill. of Long Grove, 209 Ill. 2d 248, 256 (2004). The statute must be construed so that each word, clause, or sentence is given reasonable meaning and not deemed superfluous or void. Id.

Here, the language of Section 5 clearly and unambiguously includes within its definition, without exception, promotions to ranks that are "included within a bargaining unit." 50 ILCS 742/5. Section 5 defines "promotion" as advancement to three categories of ranks: (1) ranks for which an examination was required before January 1, 2002; (2) ranks within a bargaining unit; or (3) ranks outside a bargaining unit that are immediately above the highest rank within a bargaining unit. The April 2023 inclusion of the rank of Battalion Chief in the bargaining unit not only gave the Battalion Chiefs the rights and protections afforded by the IPLRA, but also brought that rank

within the definition of “promotion” contained in Section 5 of the Promotion Act as a rank “within a bargaining unit.” See 50 ILCS 742/5.

The exceptions on which the Employer rests its position are clearly exceptions to the third category— “the next rank immediately above the highest rank included with a bargaining unit, *provided* such rank is not the only between the Fire Chief and the highest rank included in the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition.” 50 ILCS 742/5 (emphasis added). The placement of the word “provided” clearly indicates that the exceptions referenced in the clauses following it, including exception (iv) and the last sentence in Section 5 at issue, are meant to apply only to the third category, *i.e.*, rank outside a bargaining unit. This is the only reading of Section 5’s definition that gives effect to the policy goals of the Promotion Act and accords with the right to collectively bargain granted to bargaining unit members under the IPLRA.

Even if, for argument’s sake, the rank of Battalion Chief is excluded from the definition of “promotion” contained in the Promotion Act, the Employer still must bargain over promotions under the IPLRA. As the Union correctly notes, the Board and courts have long held that promotions are a mandatory subject of bargaining under the Act. See, e.g., City of Springfield v. Ill. Labor Relations Bd., et al., 2021 IL App (4th) 200164, *aff’g* City of Springfield, 36 PERI ¶ 113 (ILRB-SP 2020); Vill. of Franklin Pk. v. Ill. Labor Relations Bd., 265 Ill. App. at 1003-04, *aff’g* Vill. of Franklin Park, 8 PERI ¶2039. Battalion Chiefs at the City’s Fire Department are, as of April 13, 2023, public employees under the IPLRA and are member of a bargaining unit represented by the Union. The Promotion Act by its terms sets forth a minimum standard for promotions to ranks both within and outside a bargaining unit. See 50 ILCS 742/5 and 10. Nothing

in the Promotions Act, however, abrogates the rights of public employees under the IPLRA to collectively bargain or the Employer's obligation to bargain with their selective representatives.

V. CONCLUSION

For the reasons discussed above, promotions to the rank of Battalion Chief, the highest rank in the bargaining unit represented by the Union, concern a mandatory subject of bargaining.

Issued in Chicago, Illinois, on November 14, 2023.

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/s/ Helen J. Kim

**Helen J. Kim
General Counsel**