

RESOLUTION R-2018-59

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF WHEATON AND THE WHEATON FIREFIGHTERS UNION INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3706

WHEREAS, the Wheaton Fire Fighters Union, International Association of Firefighters (I.A.F.F.) Local 3706, is the collective bargaining representative for Wheaton's Firefighters and Fire Lieutenants; and

WHEREAS, the City of Wheaton and Wheaton I.A.F.F. Local 3706, had a collective bargaining agreement which expired on April 30, 2018; and

WHEREAS, the City of Wheaton and the Wheaton I.A.F.F. Local 3706 have negotiated a collective bargaining agreement; and

WHEREAS, the negotiating teams for the City of Wheaton and the Wheaton I.A.F.F. Local 3706 have recommended approval of a proposed labor contact to the union membership and the Wheaton City Council; and

WHEREAS, the Wheaton I.A.F.F. Local 3706 ratified said agreement on June 14, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to execute an agreement between the City of Wheaton and the Wheaton I.A.F.F. Local 3706, said agreement dated May 1, 2018 through April 30, 2021 and which attached hereto and incorporated herein as Exhibit 1.

ADOPTED this 2nd day of July 2018.



Michael J. Gresk
Mayor

Attest:



Shaun Bennett Hagan
City Clerk

Ayes:

Roll Call Vote:
Councilman Prendiville
Mayor Gresk
Councilman Rutledge
Councilman Scalzo
Councilman Suess
Councilman Barbier

Councilwoman Fitch

Nays: None

Absent: None

Motion Carried Unanimously

Agreement Between the Wheaton Firefighters Union - IAFF Local 3706 and the City of Wheaton

May 1, 2018
April 30, 2021



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ARTICLE 1
PREAMBLE

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A. **Definition of Parties**

158 This Agreement is entered into by and between the City of Wheaton, an Illinois Municipal
159 Corporation, hereinafter referred to as the EMPLOYER, and the Wheaton Fire Fighters
160 Union, Local No. 3706, of the International Association of Fire Fighters, AFL-CIO, CLC,
161 hereinafter referred to as the UNION.

162

B. **Purpose**

163 It is the purpose of this Agreement to achieve and maintain harmonious relations between the
164 Employer and the Union, to establish wages, hours, and other terms and conditions of
165 employment and to provide for adjustments of differences, which may arise between the
166 parties.

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ARTICLE 2
RECOGNITION

171 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all
172 sworn, full-time firefighters, lieutenants working for the City of Wheaton, excluding all other
173 employees employed by the Employer, specifically the Fire Chief, Assistant Fire Chief, paid-on-
174 call employees, all civilian employees, all clerical employees, all non-Fire Department employees
175 and all other supervisory, managerial or confidential employees as defined by the Illinois Public
176 Labor Relations Act and all other employees excluded by the Act. The City of Wheaton
177 acknowledges that if the Captain rank or similar position is re-implemented in the future, the
178 provisions and impact of the Captain rank or similar position would be subject to collective
179 bargaining as provided by applicable laws.

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ARTICLE 3
NO DISCRIMINATION

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A. **Application of Agreement**

186 The Employer shall not discriminate against employees in any manner, which would violate
187 state or federal law. Specifically, the Employer shall not discriminate on the basis of race,
188 color, sex, religion, age, national origin or Union membership. Grievances under this Article
189 may proceed through the City Manager's level only. Employees dissatisfied with the
190 Employer's disposition of grievances under this Article may elect to file charges before the
191 appropriate federal or state agency.

192

B. **Reference to Gender**

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

195

C. **Union's Responsibility**

196 The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all
197 employees in the bargaining unit without discrimination, interference, restraint or coercion.

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ARTICLE 4 **GENERAL PROVISIONS**

A. Union Activity

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his activity on behalf of, or membership in, the Union. Grievances under this Section can only be grieved to the City Manager's level. Employees dissatisfied with disposition of the grievances under this article may seek redress before the appropriate administrative agency or in the appropriate court.

B. Mailbox

216 The Union Local shall be permitted to maintain a mailbox within the Fire Department for the
217 purpose of receiving mail and/or correspondence inadvertently directed to the Union Local.
218 The mailbox shall be located at Station Thirty Eight (38). The Union Local shall be permitted
219 access to bargaining unit member's mailboxes for the distribution of official Union business.

C. Printing and Supplies

This Agreement and any future Agreement shall be printed & bound, in whole, and supplied to each employee, by the Union within fifteen (15) working days after ratification. The Employer shall bear fifty percent (50%) of printing cost. In addition, each fire station will be supplied with a copy to be kept at each station, and accessible to bargaining unit employees. Each Assistant Chief and the Fire Chief shall be supplied with a copy as well.

D. Union Meetings

229 The Union Local shall be permitted to hold meetings in the Fire Station Thirty Eight (38)
230 training room for the purpose of exchanging information. These meetings will be scheduled
231 every other month (February, April, June, August, October and December) on an open
232 meeting room night.

ARTICLE 5

237
238 Except as limited by the express provisions of this Agreement, the Employer has and will
239 continue to retain the right to operate and manage its affairs in accordance with the authority
240 granted to it under applicable law. Subject to such grant of authority, the rights assigned to the
241 Employer include, but are not limited to, the following rights:

1. To determine the organization and operations of the Fire Department;
 2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
 3. To set standards for the services to be offered to the public and to establish performance standards;
 4. To direct the employees, including the right to assign work and overtime;
 5. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule employees;
 6. 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;
 7. To establish work schedules and to determine the starting and quitting time, and the number of hours worked;

- 256 8. To establish, modify, combine or abolish job positions and classifications;
257 9. To contract out work, provided that such subcontracting does not result in layoffs of
258 bargaining unit members, or reduced work assignments of current duties;
259 10. To add, delete or alter methods of operation, equipment or facilities;
260 11. To determine the locations, methods, means and personnel by which the operations are to
261 be conducted, including the right to determine what operations are to be conducted;
262 12. To impose reasonable physical fitness standards;
263 13. To suspend, demote, discharge for just cause or take other disciplinary action against
264 employees; and
265 14. To add, delete or alter policies, procedures, rules and regulations.

266
267 Inherent managerial functions, prerogatives and policymaking rights and the impacts thereof,
268 whether listed above or not, which the Employer has not restricted by a provision of this
269 Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration
270 procedures contained herein, provided that no right is exercised contrary to or inconsistent with
271 other terms of this Agreement.

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274 **ARTICLE 6**
275 **OUTSIDE EMPLOYMENT**
276

277 An employee may perform outside work and will notify the Fire chief of such work. Outside
278 work may be performed to the extent that it does not prevent employees from devoting their
279 primary interest to the accomplishment of their work for the Employer, or create a conflict
280 between the private interests of the employee and the employee's official responsibility:

- 281 A. An employee shall not perform outside work:
- 282 1. Which requires the wearing of the uniform;
283 2. Which is of such nature that it may be reasonably construed by the public to be an
284 official act of the Employer, of the Fire Department thereof;
285 3. Which involves the use of Employer facilities, equipment and supplies of whatever
286 kinds;
287 4. Which requires the use of official information not available to the public;
288 5. Which might encourage on the part of members of the general public a reasonable
289 belief of a conflict of interest;
290 6. Which would influence the exercise of impartial judgment on any matter coming
291 before the employee in the course of the employee's official duties;
292 7. Which would involve work within the City of Wheaton, in which the employee
293 would be expected to do as part of his/her regular duties.

- 294 B. Violation of this Article shall be subject to the discipline procedure.

295
296
297 **ARTICLE 7**
298 **NO SOLICITATION**
299

300 The Union acknowledges and recognizes the Employer's proprietary rights to its name and
301 property, and the Union's obligations under the Solicitation for Charity Act. Accordingly, except
302 as expressly authorized by the Employer, the Union agrees that:

- 307 1. None of its officers, agents or members will solicit any person or entity for contributions
308 or donations on behalf of the Employer or its Fire Department;
309 2. The Union and its officers, agents and members will respect the wishes of citizens who
310 request of them directly, or through the Employer (provided requests received by the
311 Employer are referred in writing to the Union's designated representative) not to be
312 solicited;
313 3. The Employer's and its Fire Department's name, shield or insignia, communications
314 system, supplies and materials will not be used for solicitation purposes; and
315 4. Solicitation by bargaining unit employees may not be done on work time or in work
316 areas. Neither the Union nor its agents or representatives may use the words "City of
317 Wheaton" or "Wheaton Fire Department" in its name.

318
319 The Employer acknowledges and recognizes the rights of the Union and bargaining unit
320 employees to exercise their First Amendment rights to Free Speech. The Employer further
321 acknowledges and recognizes the Union's proprietary rights to its name "Wheaton Firefighters
322 Union, I.A.F.F. Local 3706" and its organization and communication rights under the Solicitation
323 for Charity Act. Accordingly, the Employer shall enact no new ordinance, rule, or S.O.P. that
324 interferes with the rights of the Union or bargaining unit employees acknowledged herein to
325 communicate with citizens while off-duty.

326
327
328 **ARTICLE 8**
329 **UNION BULLETIN BOARDS**
330

331 The Employer agrees to the Union having a bulletin board in each fire station no larger than 5' x
332 7'. The Union agrees that the space will be used for posting official Union notices of a non-
333 inflammatory and non-political nature and further agrees that the bulletin boards will not be used
334 to criticize the Employer or any of its employees or officials. Furthermore, an area in Station 38
335 will also be supplied to hang the Union's charter with the same restrictions set forth above.

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338 **ARTICLE 9**
339 **NO STRIKE AND NO LOCKOUT**
340

341 A. **No Lockout**

342 The Employer will not lockout any employees in the bargaining unit during the term of this
343 Agreement.

344 B. **No Strikes**

345 The Union will not sponsor, engage in, or condone any strike, slow down or mass
346 absenteeism, or refuse to cross picket lines, while on duty, during the term of this Agreement.
347 The Union recognizes that violation of this Section constitutes cause for dismissal.

348
349 The only matter which may be made subject of a grievance concerning disciplinary action
350 imposed for an alleged violation of Section B above is whether or not the employee actually
351 engaged in such prohibited conduct or whether or not such conduct was prohibited.

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356 **ARTICLE 10**
357 **PAYROLL DEDUCTION OF UNION DUES / FAIR SHARE FEE**

358 A. Dues Deduction

359 While this Agreement is in effect, and in accordance with Section 6(E) of the Illinois Public
360 Employees Labor Relations Act, the Employer will deduct, from each employee's paycheck,
361 once each month the uniform, regular monthly Union dues for each employee in the
362 bargaining unit who has filed with the Employer a voluntary, effective check-off
363 authorization.

364 An employee desiring to revoke the dues check-off may do so by written notice to the
365 Employer at any time.

368 The actual dues amount deducted, as determined by the Union, will be uniform in nature for
369 each employee in order to ease the Employer burden of administering this provision.

371 If the employee has no earnings due for that period, the Union will be responsible for the
372 collection of dues. The Union agrees to refund to the employee any amounts paid to the
373 Union in error on account of this dues deduction provision. The Union may change the fixed
374 uniform dollar amount, which will be considered the regular monthly fees once each year
375 during the life of this Agreement. The Union will give the Employer thirty (30) days' notice
376 of any such change in the amount of uniform dues to be deducted.

378 B. Membership and Fair Share

379 The Employer shall make monthly payroll deductions for regular Union dues and, if any,
380 initiation fees for each Union member/employee covered by this Agreement upon receipt of a
381 written and signed authorization form. The amounts deducted shall be in accord with the
382 schedule submitted to the Employer by the Union.

384 Bargaining unit employees who are not members of the Union shall, as a condition of
385 employment, commencing thirty (30) days after employment or thirty (30) days after the
386 effective date of this Agreement, be required to pay a fair share fee to the Union for collective
387 bargaining and contract administration rendered by the Union. Such fair share fee shall not
388 exceed the full dues amount paid by members of the Union. The fair share fee shall be
389 deducted by the Employer from the earnings of nonmembers and remitted to an address
390 provided by the Union. The Union shall supply to the Employer, a list of nonmembers and
391 shall certify to the Employer the fair share amounts to be deducted. Fair share amounts shall
392 not include any contributions related to the election or support of any candidate for political
393 office.

395 The Union agrees to assume full responsibility to ensure full compliance with the
396 requirements laid down by the United States Supreme Court in Chicago Teachers Union v.
397 Hudson, 106 U.S.1066 (1986), with respect to the constitutional rights of fair share payers.

399 Accordingly, the Union agrees to the following:

- 401 1. Give timely notice to fair share fee payers of the amount of the fee and an
402 explanation of the basis for the fee, including the major categories of expenses,
403 as well as verification of same by an independent auditor.
- 405 2. Advise fair share fee payers of an expeditious and impartial decision-making
406 process whereby fair share payers can object to the amount of the fair share fee.
- 407 3. Place the amount reasonably in dispute into an escrow account pending

409 resolution of any objections raised by fair share fee payers to the amount of the
410 fair share fee.

411
412 It is hereby agreed that any dispute concerning the amount of the fair share fee and/or
413 responsibilities of the Union with the respect to the fair share fee payers as set forth above,
414 shall not be subject to the grievance/arbitration procedure set forth in this Agreement.

415 Non-members who object to this fair share fee based upon bona fide religious tenets or
416 teachings shall pay an amount equal to such fair share fee to a nonreligious charitable
417 organization mutually agreed upon by the employee and the Union. If the affected employee
418 and the Union are unable to reach agreement on the organization, the organization shall be
419 selected by the affected employee from an approved list of charitable organizations
420 established by the Illinois Labor Relations Board and the payment shall be made to said
421 organization.

422
423 C. Indemnification
424 The Union shall indemnify and hold harmless the Employer, its elected representatives,
425 officers, administrators, agents and employees from and against any and all such claims,
426 demands, actions, complaints, suits or other forms liability (monetary or otherwise) that arise
427 out of or by reason of any such action taken or not taken by the Employer for the purpose of
428 complying with the provisions of this Article, or in reliance on any written check off
429 authorization furnished under any such provisions.

430
431
432 **ARTICLE 11**
433 **PRIVILEGE OF APPOINTMENT**

434
435 All members, upon appointment, shall receive any and all documents, badges, cards, required by
436 the Fire and Police Commission's Rules and Regulations, as those Rules and Regulations may be
437 amended from time to time.

438
439
440 **ARTICLE 12**
441 **E.M.S.**

- 442
443 A. Employees certified (licensed) as Emergency Medical Technicians Paramedic (E.M.T.-P)
444 shall be entitled to participate in on duty EMT-P in house continuing education classes in
445 order to maintain their EMT-P certification (license).
- 446
447 B. Employees' EMS records including records related to infection control and blood-borne
448 pathogens shall be exclusively maintained under the custody and control of the Assistant
449 Chief - Administration, or a mutually agreed upon union member designee. One Union
450 member shall be designated and allowed access to Medical Training Records to assist in
451 maintenance of EMS training certificates.
- 452
453 C. Employees hired on or after December 1, 1991 who are currently IDPH (Illinois Department
454 of Public Health) licensed at the minimum level of Emergency Medical Technician (EMT)
455 Basic shall maintain said license throughout their employment with the City of Wheaton Fire
456 Department. Furthermore, the employer acknowledges its responsibility to provide employee
457 access to required hours (currently 120 hours in 4 year timeframe) of approved continuing
458 education in order for the employee to maintain licensure as per IDPH requirements.
459 Additionally, the employees acknowledge their joint responsibility with the employer to enter

460 and monitor, within the electronic record keeping system, their individual continuing
461 education training hours (i.e. hours earned outside of the “regular” training schedule such as
462 specialty training, on-line continuing education, etc.) associated with re-licensure.

- 463
- 464 D. The employer further agrees to provide the IDPH minimum required hours of on duty
465 approved EMS/Fire Rescue training of the Fire Department’s current EMS system. Any
466 remaining hours for re-licensure will be made available through alternative means such as on-
467 line or in a written form through coordination with their supervisor. Employees needing to
468 complete hours will be allowed to complete the training while on-duty. Employees who
469 complete re-licensure hours off duty will not be compensated.
 - 470
 - 471 E. The City will pay for all re-licensure fees. In the case of an employee failing to re-licensure,
472 the employer will work together with the union executive board and the affected employee to
473 develop a plan of action for the employee so that he/she attains re-licensure.

474

475

476 **ARTICLE 13**

477 **PREVAILING RIGHTS**

478

479 Rights and conditions of employment as specified herein shall be maintained during the term of
480 the Agreement.

- 481
- 482 1. Maintain S.O.P. regarding house duties, vehicle checks, meal and break period, etc. as
483 described below in the Daily Routine and Work Schedule.
 - 484
 - 485 2. Maintain right to use fire department apparatus to shop for groceries, station supplies,
486 uniforms, while on duty.
 - 487
 - 488 3. Maintain right to operate pop and candy machines in the fire stations.
 - 489
 - 490 4. Maintain right to plug in vehicle block heaters, etc. during extreme weather with the
491 permission of the Shift Commander or Acting Shift Commander or Fire Chief’s designee.
 - 492
 - 493 5. Maintain right to use of telephones for personal use with the following provisions:
494
 - 495 a. Employees shall be permitted to use Employer’s telephones for personal reasons within
496 reasonable limits as determined by the Fire Chief. This is a privilege and not a right and
497 may be withdrawn by the Fire Chief if abuse occurs or causes interference with work
498 duties.
 - 499
 - 500 b. Long distance calls may be made only with the approval of the Fire Chief (or his
501 designee) at the employee’s expense.
 - 502
 - 503 c. Employees are to observe the rules of telephone courtesy on answering or placing calls.
 - 504
 - 505 6. Except for the Employer’s Employee Health Leave Bank, fringe benefits including the
506 firefighters thirty (30) day sick bank provided by the City of Wheaton Personnel Manual,
507 which are not otherwise provided under the terms of this Agreement shall be maintained.
 - 508
 - 509 7. Allow Union contract ratification meetings to be scheduled by the Union at Station 38.
 - 510

511 8. The City shall provide and maintain the current Disability insurance for employees not vested
512 in the Pension.

514 Daily Routine and Work Schedule

516 For the purpose of this policy, 0700 to 1700 hours is to be considered the normal business day.
517 This does not preclude, however, assignments that may require completion after 1700 hours. It is
518 the responsibility of the on-duty Shift Officers to monitor the adherence to this policy.

520 A (24) hour tour of duty shall begin promptly at 0700 hours. Personnel are expected to be on time
521 for their assigned tour of duty, including any overtime shift accepted, dressed in proper work
522 uniform by 0715 hours. Personnel are to remain on duty until 0700 hours the following morning
523 or until properly relieved by the oncoming shift person, by position, or unless authorized to leave
524 by a Chief, Shift Commander or Acting Shift Commander or Fire Chief's designee or Shift
525 Lieutenant in charge. When this is done by a Shift Lieutenant immediate notification shall be
526 made to the Shift Commander, or Acting Shift Commander, or Fire Chief's designee.

527 The following shall serve as, but not be limited to, the daily shift routine/work schedule for all
528 Wheaton fire stations. These responsibilities are expected to be completed within a tour of duty.
529 The time frames indicated shall serve as a guideline for organizing and standardizing the work
530 day with the understanding that it may be altered due to circumstances beyond control (i.e. fire or
531 ambulance calls, WSFRA training and special circumstances).
532

533
534 It is expected that televisions are not turned on (unless otherwise approved by the Fire Chief,
535 Shift Lieutenant or Shift Commander or Acting Shift Commander or Fire Chief's designee for a
536 current special event occurring) during the beginning of the work day 0800 hours to 1700 hours
537 Monday through Friday and 0800 to noon on Saturdays. The only exception would be during
538 lunch and on Sundays and Holidays.

540		
541	0700 hrs	Report for Duty, turn-out gear on vehicles
542		Lieutenant to communicate with Shift Commander to discuss
543		special events, assignments and daily roster
544		
545	0715 hrs	Personnel in uniform
546		
547	0730-0800 hrs	Shift briefing of the day's activities by Lieutenant
548		Target solutions quick drills
549		
550	0800-1700 hrs	Appropriate vehicle inspections
551		Complete assigned work schedule tasks
552		Training
553		Complete fire inspections/pre-plan assignments
554		Lunch (one hour)
555		Public education assignments
556		Work in assigned areas of responsibility
557		Special work assignments as assigned
558		Physical exercise
559		<i>*May be allowed earlier in day due to scheduled activities.</i>
560		

561 NOTE: Department personnel should respect their position of employment with the
562 Wheaton Fire Department. Likewise, family and friends should also respect your
563 professional position. Unnecessary phone calls (other than emergencies) or
564 extended visits to the station (other than unscheduled visits by the public) during
565 the work day or extended visits to a station on a regular basis, thereby
566 interrupting the work day, shall be prohibited.
567

568 All department personnel are encouraged to participate in Department sanctioned physical
569 exercise while on duty. The following policies shall govern physical exercise participation while
570 on duty:
571

- 572 1. Only Fire Department sanctioned work-out clothing may be worn during physical
573 exercise. Additionally, if a fire response occurs, personnel shall wear bunker pants
574 over their gym shorts.
575
 - 576 2. Gym shorts, sweat clothes, running shoes or gym shoes shall not be worn at any time
577 other than during physical exercise. Immediately following the completion of physical
578 exercise, all personnel shall change back into the proper work uniform.
579
 - 580 3. Personnel shall be permitted to leave the fire station to perform physical exercise (i.e.,
581 jogging) in compliance with Department policy.
582
 - 583 4. When performing weight lifting exercise with free weights, the maximum amount of
584 pounds permitted to be lifted by a person at one time is 300lbs. For safety purposes, an
585 attempt should be made to have a spotter when weight lifting.
586
- 587

588 **ARTICLE 14**
589 **SENIORITY AND SENIORITY RIGHTS**
590

591 A. Definition of Seniority

592 As used herein, the term "seniority" shall refer to and be defined as the continuous full-time
593 length of departmental service from the date of last hire.
594

595 B. Seniority List

596 The Employer shall prepare, and post a list, by October 15 of each year, setting forth the
597 present seniority dates for all employees covered by this Agreement which shall become
598 effective on or after the date of execution of this Agreement. Such lists shall finally resolve
599 all questions of seniority affecting employees covered under this Agreement. Disputes as to
600 seniority listing shall be resolved through the grievance procedure.
601

602 Rank seniority shall be defined as a Fire Lieutenant's length of continuous regular full-time
603 employment calculated from the employee's promotion date. Employee's promoted on the
604 same date shall be placed on seniority list in order of ranking on the final promotional
605 eligibility list. The employer shall post the Rank Seniority list along with the Department
606 seniority list each year.
607

608 C. Accrual of Seniority

- 609 1. Employees will not continue to accrue seniority while on an authorized unpaid leave
610 of absence, but will not lose seniority accrued at the time the leave commences.
611 2. Employees called to active Military Service from Reserve status shall continue to

612 accrue seniority while on active Military leave.

613

614 D. Probation Period

615 New employees shall serve a probationary period of three-hundred-sixty-five (365) days. Any
616 employee may be discharged during the probationary period without just cause. In such event
617 the employee shall be notified of the reason(s) for the discharge prior to the effective date of
618 the discharge action. A copy of the notice will be sent to the Union. The seniority of the
619 employee retained beyond the probationary period shall date back to their date of hire.

620

621 E. Termination of Seniority

622 An employee shall be terminated by the Employer and his seniority broken when he/she:

- 623 1. Is discharged for just cause;
- 624 2. Is absent for three (3) consecutive scheduled work days without proper notification or
625 authorization, unless he/she is unable to provide notification or obtain authorization;
- 626 3. Retires; or
- 627 4. Resigns.

628

629 F. Floater Positions

630 While the City of Wheaton retains its' management rights granted under Article 5 and within
631 Department Policy and Guidelines, the City will utilize the following criteria when assigning
632 personnel to Floater positions:

- 633 1. When needed, the process outlined in the Wheaton Fire Department Policies and
634 Guidelines will be used to solicit volunteers for Floater position assignments.
- 635 2. In the event that no personnel volunteer to become floaters or a floater position
636 remains unfilled after soliciting volunteers, the following would occur:
- 637 a. Floating firefighter positions will be filled based upon reverse seniority order
638 of non-probationary firefighters unless management determines that an
639 operational need exists.
- 640 b. Floating Lieutenant positions will be filled in reverse rank seniority (as
641 defined in Article 14 (B)) order of personnel with greater than one-year
642 experience in the Lieutenant rank unless management determines an
643 operational need exists.
- 644 c. If Management assigns floater position(s) based upon operational need, the
645 Fire Chief will communicate this action to both the personnel assigned to the
646 floating position and to the President of the Union prior to the shift
647 assignments being posted to the department.
- 648 d. Firefighters with 15 or more years of service will be exempt from Floater
649 position assignments unless management determines that an operational need
650 exists.
- 651

652

653 The Floater Position provisions were negotiated in 2018, they will be implemented to take
654 effect on January 1 of the year following ratification of the agreement and then each
655 subsequent year thereafter during the term of the agreement.

656

657

658 **ARTICLE 15**

659 **LAY-OFFS**

660

661 A. Lay-offs

662 In the event it becomes necessary to lay-offs, employees shall be laid-off in the inverse order
663 of their seniority. No new employee(s) shall be hired, until all employees on lay-off status
664 desiring to return to work have been recalled and hired.

665

666 **B. Recall**

667 Employees who are laid off shall be placed on a recall list. Employees shall have recall rights
668 for a period of three years. When there is a recall, employees who are on the recall list shall
669 be recalled in inverse order of lay-off and any such person may be required to submit to
670 examination by physicians of the Employer's choice to determine his/her physical fitness at
671 the Employer's cost. If there is a dispute between the opinion of the Employer's physician
672 and the employee's physician, the Employer and the Union shall jointly agree to a third
673 physician who shall examine the employee and such physician's opinion shall be controlling.

674

675 Employees on the recall list shall be given thirty (30) calendar days' notice of recall. The
676 notice of recall shall be sent to the employees by certified or registered mail, with a copy to
677 the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the
678 recall notice by certified mail, return receipt requested (employee's signature only), to the
679 mailing address last provided by the employee with a copy to Union, it being the obligation
680 and responsibility of the employee to provide the Employer with his/her latest mailing
681 address. If an employee fails to report for work within thirty (30) days of notice of recall, the
682 employee's name shall be removed from the recall list.

683

684

685 **ARTICLE 16**
686 **LABOR-MANAGEMENT CONFERENCES**

687

688 The Union and the Employer mutually agree that in the interest of efficient management and
689 harmonious employee relations, it is desirable that meetings be held when mutually agreed to in
690 advance between Union representatives and representatives of the Employer. Such meetings shall
691 be at the request of either party, the President of the Union and the Fire Chief may meet at
692 mutually agreed upon times, up to six (6) times per fiscal year, to discuss matters of mutual
693 concern that do not involve negotiations. Additional meetings may be held upon mutual
694 agreement of the parties. The President of the Union may invite other bargaining unit members or
695 Union representatives to attend such meetings. The Fire Chief may invite other Department/City
696 representatives to attend such meetings. Either party may have up to three (3) representatives in
697 attendance.

698

699 Such meetings and locations shall be mutually agreed to before being held, and the purpose of
700 any such meeting shall be limited to:

701

- 702 1. Discussion on the implementation and the general administration of this Agreement;
- 703 2. A sharing of general information, and ideas of interest to the parties;
- 704 3. Discuss with the Union, changes in (non-bargaining) conditions of employment which,
705 may affect employees.

706

707 It is expressly understood and agreed that such meetings shall be exclusive of the Grievance
708 Procedure. Grievances being processed under the Grievance Procedure shall not be considered a
709 "Labor-Management Conference," nor shall negotiations for the purpose of altering any or all of
710 the terms of this Agreement, be carried on at such conferences.

711

712 In addition, it is agreed that if the mutually agreed time occurs during the normal duty shift, the

713 Employer shall permit employees to attend the meetings without loss of pay or benefits if the
714 meeting is held at a mutually agreed on location and the employees are available for duty.

715

716

717 **ARTICLE 17**
718 **RULES AND REGULATIONS COMMITTEE**

719

720 **A. Compliance and Review**

721 1. The Union agrees that it and its members shall comply, in full, with all Fire Department
722 rules and regulations, practices and procedures that are not in conflict with the provisions
723 of this Agreement.

724

725 2. The Employer shall name three (3) representatives and the Union shall name three (3)
726 representatives to sit as a committee to review the existing (and create new if needed)
727 Fire Department rules and regulations. Such committee shall meet as needed, and may by
728 majority agreement, make recommendations as to changes which shall be reviewed by
729 the Fire Chief, who shall promptly issue a written report as to his agreement or specific
730 reasons for his disagreement. In the event that the Fire Chief rejects a committee
731 recommendation, the committee and the Fire Chief shall meet in an attempt to resolve
732 their differences.

733

734 **B. New Rules**

735 New or revised rule(s) and order(s) having the effect of changing a rule or regulation may be
736 established from time to time by the Employer. Any such new or revised rule(s) or order(s)
737 shall be posted for five (5) days before they become effective or enforceable.

738

739

740 **ARTICLE 18**
741 **JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE**

742

743 It is the desire of the Union and the Employer to maintain the highest standards of safety and
744 health in the Fire Department in order to eliminate, as much as possible, accidents, death, injuries
745 and illnesses in the fire service.

746

747 1) Protective devices, wearing apparel and other equipment necessary to properly protect
748 firefighters shall be provided by the Employer at no cost to the employees and shall
749 conform to applicable fire service standards. These devices, apparel and equipment
750 shall be inspected by the quartermaster and/or appropriate division on an annual basis.
751 There shall be an equipment repair e-mail sent by the firefighters to their Lieutenant
752 with copies sent to Shift Commander or Acting Shift Commander or Fire Chief's
753 designee and to Health and Safety Committee members.

754

755 The Union and the Employer shall each appoint two (2) members to the Joint Occupational
756 Safety and Health Committee. This committee will meet quarterly, or as needed, and discuss
757 safety and health conditions. If a majority of the Committee makes recommendations as to
758 changes, those recommendations shall be reviewed by the Fire Chief, who shall promptly issue a
759 written report as to his agreement or specific reasons for his disagreement. In the event the Fire
760 Chief rejects a committee recommendation, the committee and the Fire Chief shall meet in an
761 attempt to resolve their differences.

762

763 Safety committee members will be granted time-off with pay while on-duty, when meeting jointly
764 with the Employer and for any inspection or investigation of safety or health problems in the Fire
765 Department.

766
767 The Employer shall not restrict the safety committee members from any Fire Department facility
768 when investigating health or safety conditions.

769
770 Records shall be kept of all job-related accidents, injuries and illnesses which shall be maintained
771 by the Employer. Copies of all such records and reports, including all reports which may be
772 required by the state or federal governments, shall be made available upon request to the safety
773 committee members.

774

775

776 **ARTICLE 19**
777 **SAFETY, HEALTH AND WELFARE**

778 A. **Corrective Eyewear Repair/Replacement**

780 The Employer agrees to repair/replace, as necessary, a firefighter's eyeglasses, watch, contact
781 lenses, and prescription sunglasses if such are damaged or broken while being worn by the
782 employee during the course of the employee's emergency duties. Incidents are required to be
783 documented, in writing, to the employee's immediate supervisor. The Employer's obligation
784 under this clause is limited to one hundred fifty (\$150) dollars.

785

786 B. **Inoculation and Immunization**

787 The Employer agrees to pay all expenses for inoculation or immunization shots, or for any
788 medical directed follow-up procedures, for the employee and for members of the employee's
789 family, when such becomes necessary as a result of said employees' exposure to contagious
790 diseases where said employee has been exposed to said diseases in the line of duty. The
791 inoculation and shots will be performed by the Employer's designated physician and only in
792 those instances where the Employer's designated physician recommends such an inoculation
793 or immunization.

794

795 C. **Extreme Weather**

796 In situations of extreme weather, as judged by Shift Commander or Acting Shift Commander
797 or Fire Chief's designee, previously scheduled training exercises shall be reconsidered and
798 reasonable, common sense accommodations made.

799

800

801 **ARTICLE 20**
802 **JOB DUTIES**

803
804 The members of the bargaining unit will continue to perform those duties sworn employees have
805 performed in the past for the Employer, as well as any duties reasonably related to those duties.
806 Sworn employees will not be required to perform any duties requiring the services of an
807 electrician, mechanic, plumber, carpenter, or painter.

808

809

810 **ARTICLE 21**
811 **INSPECTIONS**

812
813 All building inspections related to fire prevention and enforcement of the Fire and Life Safety

814 codes shall be performed by qualified bargaining unit employees.

815
816 The performance of such work on scheduled off days will be considered and implemented, if the
817 Fire Chief (or his/her designee) deems it necessary to carry out required inspections, according to
818 terms and conditions as agreed by the parties. Any such work shall be at the employee's time and
819 one half (1.5) rate.

820
821 The Union agrees that Sworn Members of The Wheaton Fire Department (Chief, Assistant Fire
822 Chief) may perform Fire Safety Inspections in special circumstances. (i.e. Annual School
823 Inspections, after hours Code Violation Inspections, citizen complaints, and other special
824 circumstances).

825
826 If a separate Inspection Position is created, any such work shall be offered to Bargaining Unit
827 employees at straight time pay rates.

828
829
830 **ARTICLE 22**
831 **PROMOTIONS**
832

833 A. General
834 Promotions to the rank of Lieutenant shall be conducted in accordance with the provisions of
835 the Fire Department Promotional Act, effective August 4, 2003, 50 ILCS Section 742
836 (hereinafter the "Act"). The procedure for promotions shall be made in accordance with the
837 provisions of the Act unless otherwise specified in this section.

838 B. Eligibility Requirements
839 All Promotions shall be made from employees who possess the following qualifications:
840
841 1. Lieutenant
842 The examination process for promotion to the rank of Lieutenant shall be competitive
843 among employees in the rank of Firefighter who desire to submit themselves to such
844 process and meet the following eligibility requirements at the time of application:
845 a. Minimum of seven (7) years in the Wheaton Fire Department, including probation.
846 b. Certified Firefighter III or Advanced Technician Firefighter
847 c. Provisional Fire Officer I, Fire Officer I or Company Fire Officer

848
849 C. Rating Factors and Weights
850 All examinations shall be impartial and shall relate to those matters which will test the
851 candidate's ability to discharge the duties of the position to be filled. The placement of
852 employees on promotional lists shall be based on the points achieved by the employee on
853 promotional examinations consisting of the following components in the following order
854 (Sec. 35 paragraph A of The Act) weighted as specified:
855
856
857
858
859
860
861
862
863
864

Component	Percentage Weighting
Seniority	10%
Fire Chief's Points	5%
Ascertained Merit	20%
Promotional Potential Rating	5%
BPFC Oral Interview	15%
Assessment Center	15%
Written Examination	30%

865

866 If a candidate wishes to withdraw from the promotional process before the completion of all
 867 the components of the promotional process, the candidate shall so advise the Fire Chief in
 868 writing.

869

870 **D. Test Components**

871

872 1. Written Examinations As per Section 35 of the ActSeniority Points
 873 Seniority points shall be computed as of the date of the written examination. Points shall
 874 be awarded on the following basis: one-half a point (.5) for each year of service in a
 875 sworn position on the Wheaton Fire Department up to a maximum of twenty –five (25)
 876 years.

877

878 2. Ascertained Merit
 879 A maximum of ten (10) points can be earned (e.g., 10 points = 100) for ascertained merit
 880 which shall be earned based on the professional achievements listed below:

881

882

Ascertained Merit for Lieutenant Promotions

Criteria	Point Value
Bachelor's Degree – Fire, EMS or Public Administration Related	3
Bachelor's Degree – Any field of study	2
Associates Degree – Fire, EMS or Public Administration Related	2
Associates Degree – Any field of study	1
Minimum of 30 hours of college credit but no degree	.5
Fire Officer II class attendance Advanced Fire Officer	.5 points per class; maximum of 2.5 points
Attendance at any course work at National Fire Academy in Emmitsburg, Maryland (minimum of 24 hour course)	1 point per class; maximum of 2 points
University of Illinois FSI course (or equivalent) – 40 or more hour class (Does not include courses resulting in an OSFM certification covered elsewhere in this document).	.5 points per class; maximum of 5 points
University of Illinois FSI course (or equivalent) – classes of 17-39 hours (Does not include courses resulting in an OSFM certification covered elsewhere in this document).	.25 points per class; maximum of 2.5 points

University of Illinois FSI course (or equivalent) – classes of 8-16 hours (Does not include courses resulting in an OSFM certification covered elsewhere in this document).	.125 points per class; maximum of 1.25 points
Specialized Training Certifications and/or Class Completion Hazardous Materials Specialized Rescue Fire Investigator Fire Inspector Dive	See “Specialized Training List” for points awarded per certification Maximum of 4 points (Points awarded only for class completion)
ACLS, BTLS, PALS (or similar course) attendance	.25 points per class; maximum of 1 point
Paramedic License (Good Standing)	2 points
Previous Paramedic License	.5 points

883

Specialized Training List for Lieutenant

Specialized Training	Individual Courses and Points for Each
Hazardous Materials	Technician A - .5 Technician B - .5 Hazardous Materials Incident Command - .5
Specialized Rescue	Trench Operations - .5 Trench Technician - .5 Rope Operations - Vertical I - .5 Rope Technician- Vertical II - .5 Rescue Specialist - .5 Confined Space Operations - .5 Confined Space Technician - .5 Structural Collapse Operations - .5 Structural Collapse Technician - .5 Vehicle and Machinery Operations - .5 Vehicle and Machinery Technician - .5 Swift Water Rescue - .5 TRT Incident Command - .5
Fire Investigator	Juvenile/Youth Fire Setter Intervention Specialist - .5 Fire Investigator Module A - .5 Fire Investigator Module B - .5 Fire Investigator Module C - .5 Certified Fire Investigator - .5
Fire Inspector	Fire Prevention Officer Module A - .5 Fire Prevention Officer Module B - .5 Fire Prevention Officer Module C - .5
Dive Rescue Courses provided by PADI or Dive Rescue	Open Water - .25 Advanced Open Water - .25 Rescue - .25 Search and Recovery - .25 Dry Suit - .25 Swift Water - .25

International 	Ice - .25 Instructor Assistant - .25 Divemaster - .5 Instructor - .5
WFD Officer Development Program	WFD Officer Development Program Participation - .5 <i>*Members already on Acting Officer List as of start of this contract will automatically be grandfathered and receive these points.</i>

884
885 Special Note: Some Specialized Training certifications and class names have changed
886 over the years. The Ascertained Merit/Promotional Potential Rating Panel shall correlate
887 with current terminology.

Notes and Clarification

College Credit

- a. College credit is not cumulative. Credit will only be given one time for the highest point value achieved. (Example: If a firefighter has a Bachelor's Degree in Fire Department Administration he/she will only receive 3 points total).
 - b. College credits will be awarded once per diploma, once per degree level and only at the highest level.

Examples (applies to Lieutenant):

An officer candidate has an Associate's Degree in Accounting and uses the credit associated with the degree (1 point) for promotion to Lieutenant. The Lieutenant eventually obtains his Associates Degree in Fire Science.

An officer candidate has an Associate's Degree in Accounting and uses the credit associated with this degree (1 point) for promotion to Lieutenant. The Lieutenant eventually obtains his Bachelor's Degree in Fire Science.

Fire Officer Credit

Credit can be awarded for Fire Officer II Provisional, Fire Officer II, Advanced Fire Officer, Fire Officer III certifications/classes and Chief Fire Officer.

Application for Ascertained Merit

- a. It shall be the officer candidate's responsibility to submit a written request for Ascertained Merit Credit to the Fire Chief or the Fire Chief's designee. This request shall include all appropriate documentation such as college diploma, college transcripts, OSFM certificates, University of Illinois FSI certificates of completion, etc. Where applicable, documentation shall indicate course description, syllabus and number of hours. An "Ascertained Merit/Promotional Potential Rating Panel" shall be established and shall consist of the Assistant Fire Chief or Fire Chief's designee.
 - b. Assistant Fire Chief or Fire Chief's designee, one union officer not involved in the promotional process (if available) and one other union member not involved in the promotional process. One member of the panel shall be designated as the Chairman of the "Ascertained Merit/Promotional Potential Rating Panel." A simple majority is required to award credit for each request.

- c. The Ascertained Merit Review Panel shall award as many points as are satisfactorily documented, to a maximum of ten (10) points. Documentation shall be maintained indicating what specific diplomas, certificates and classes were used during the promotion process. A written response shall be given to the officer candidate.
 - d. For state certification completion classes add .25 points per class for a total of .75 for each state certification class.

E. Subjective Evaluation

1. Assessment Center

An independent vendor who will use a panel of qualified impartial fire officers from other public sector jurisdictions with similar work experience to fire officers (municipalities) shall conduct the Assessment Center.

Panel Members

The vendor shall use a panel of fire officers from other jurisdictions similar to the Wheaton Fire Department or fire officers with similar work experience to fire officers in the Wheaton Fire Department. To ensure this practice, the Wheaton Fire Department shall request a panel consisting of a number of names which shall be equal to at least two and one-half (2 ½) the number of panel members required for their interview process. The Union shall have the right to review the use of the panel submitted and grieve such list if it does not comport with the requirements of this paragraph. Qualifications for panel members and the procedure for obtaining panel members shall be in compliance with statutory requirements in effect at the time the panel is formed. Both the Union and the Fire Chief shall alternately strike names from the list provided by the (Company) until such time that the required number of panel members remains on the list. The order of striking names shall be determined by a coin flip.

The Assessment Center shall include 3 of the 4 the following assessment techniques:

Lieutenant Exam:

Tactics and Strategy

Facilities and Strategy

Employee Counseling

Employee Counseling Writing Skills (Performance Improvement Plan)

Whiting Skins (PC) Oral Presentation

Members challenging the Lieutenant Promotional process shall be notified which Assessment Center techniques will be used in the testing notification.

2. Board of Police and Fire Commissioner's Interview

The Board of Police and Fire Commissioners shall conduct an individual oral interview with each candidate. Questions asked during the oral interview shall be structured and applied uniformly for all candidates and shall be designed to enable the Board of Police and Fire Commissioners to assess the candidate's qualifications and abilities to discharge the duties of the rank in question.

3. Promotional Potential Rating

Each Sworn Lieutenant in the Fire Department shall participate in the Promotional Potential Rating process and must complete an evaluation for each candidate for

978 promotion to Lieutenant. Such members shall award points based on the following
979 job-related merit criteria uniformly applied to all candidates: emergency
980 performance, leadership, teamwork and ethics and values using a points scale. A
981 description of such criteria is attached in Appendix B. Each member participating in
982 the Promotional Potential Rating process shall submit a signed rating sheet
983 containing his/her assignment of points on the listed criteria to the Chairman of the
984 "Ascertained Merit/Promotional Potential Rating Panel." The average of points
985 awarded to each candidate shall be posted by the highest-ranking Union officer who
986 is not a candidate for promotion at the same time that the Chief's points are posted.
987

988 4. **Fire Chief's Points**

989 The Fire Chief, Assistant Fire Chief or Fire Chief's designee shall award points based
990 on job-related merit criteria uniformly applied to all applicants. Examples of such
991 criteria that may be used by the Fire Chief, Assistant Fire Chief or Fire Chief's
992 designee include but are not limited to leadership skills, teamwork, including that
993 evidenced by participation in departmental, divisional and committee work,
994 supervisory evaluation, decision making, interpersonal skills and disciplinary history.
995 Such criteria shall be disclosed to the Union and the applicants at least 90 days prior
996 to the awarding of points. Chief's points awarded to all candidates shall be posted at
997 the same time as the Promotional Potential Rating points are posted, according to a
998 confidential candidate identification number. Each candidate shall have the right to
999 their score on this component at the time of posting. A description of such criteria is
1000 attached in Appendix C.

1001 F. **Scoring of Components and Posting of the Interim and Final Promotion Lists**

- 1004 1. No candidate for promotion shall "fail" based on their score for any one
1005 component of the testing process. A candidate will qualify for the list based on a
1006 cumulative score of 70% or better after all components have been scored.
- 1007 2. Each component of the promotional test shall be scored on a scale of 100 points.
1008 The component scores shall then be reduced by the weighting factor assigned to
1009 the component on the test and the scores of all components shall be added to
1010 produce a possible total score of 100 points. Candidates shall then be ranked on
1011 the list in rank order based on the highest to the lowest points scored on all
1012 components of the test. Such ranking shall constitute the interim promotional list.
- 1013 3. The scores for each component of the promotional process shall be confidentially
1014 disclosed to each candidate as soon as practicable after the component is
1015 completed. In addition, the scores of all candidates shall be posted as soon as
1016 practicable after the component is completed and after each candidate has
1017 received their score, but shall be done in such a way as to not personally identify
1018 any given candidate (e.g. number assigned prior to the first testing component).
1019 After all components of the promotional process have been completed, the scores
1020 for each candidate shall be tallied and a promotion list shall be prepared by the
1021 Board of Police and Fire Commissioners and one Union representative not
1022 involved in the promotional process. The promotion list shall be posted at each
1023 fire station listing in rank order from highest to lowest the scores of all candidates
1024 whose scores for all components of the promotional process are 70% or better.
- 1025 4. Veteran's Preference Points: (50 ILCS 742/55) – A candidate on a preliminary
1026 promotion list who is eligible for veteran's preference under any law or
1027 agreement applicable to an affected department may file a written application for
1028 that preference within 10 days of the posting of the preliminary ranking list of

1029 candidates from highest to lowest point scores after all components of the testing
1030 process are complete. Additional points shall be awarded per the rules outlined
1031 by the "Rules and Regulations of the Board of Police and Fire Commissioners"
1032 to establish the final rank order of promotional list from highest to lowest point
1033 scores.

1034

1035 **G. Professional Leadership Assessment**

1036 Within 30 days after a candidate is officially given an offer for promotion to Lieutenant,
1037 the Fire Chief may send the candidate for a Professional Leadership Assessment. There
1038 will be no points awarded for this Assessment nor will there be any pass/fail criteria.

1039

1040 **H. Duration of Promotion List**

1041 A promotion list shall be effective for a period of two (2) years from the date of its
1042 posting. The City shall take all responsible steps to ensure that the Board of Police and
1043 Fire Commissioners maintains in effect current eligibility lists so that promotional
1044 vacancies that the City Council has funded and authorized to be filled are filled not later
1045 than sixty (60) days after the occurrence of the vacancy.

1046

1047 **I. Right of Review**

1048 Any individual participant in the promotional process who believes that an error has been
1049 made with respect to eligibility to take an examination, examination result, placement or
1050 position on a promotional list may file a grievance at Step 3 in accordance with the
1051 provisions of the grievance and arbitration procedure set forth in Article 36 of this
1052 Agreement, subject to the following provisions:

1053

- 1054 1. Any such grievance must be filed within ten (10) business days of the date the final
1055 promotion list is posted.
- 1056 2. The grievance shall be limited to disputes relating to a claim that the Board of Police
1057 and Fire Commissioners failed to follow the requirements of this Article in
1058 administering the promotional process. Except for the Chief's component as provided
1059 in subsection 4 below, only such objective grievances shall be allowed under the
1060 parties' grievance and arbitration procedure set forth in Article 36.
- 1061 3. The grievance shall not involve any claims relating to disputes over the level of
1062 ratings or points awarded by an evaluator as to any component of the promotion
1063 process, other than the accuracy of the computations of the points awarded.

1064

1065 If a timely grievance is filed, the promotion shall be held in abeyance pending completion
1066 of the grievance process. During the pendency of any such grievance, the Fire Chief may
1067 assign an employee on a temporary basis to serve as an acting Lieutenant.

1068

1069

1070

ARTICLE 23
CLOTHING AND PERSONAL EQUIPMENT

1071

1072

1073 **A. Protective Gear**

1074 Each employee shall, at the time of hire, be furnished with the following protective
1075 equipment, including but not limited to; (one (1) of each) whereby the Employer shall bear
1076 the cost of such items: Helmet, Nomex hood, Bunker coat, Bunker pants, boots, Rated self-
1077 rescue belt w/ Rope, Bag, and Carabiners, hand light, and two (2) pair of gloves. Employer
1078 shall replace above equipment at Employer's cost as needed. Above equipment and any other
1079 equipment furnished by the Employer shall conform to current N.F.P.A. standards.

1080
1081 B. Station Uniform

1082 Embroidery of candidate's name and badge number will occur after successful completion of
1083 probation.

- 1084 1. Each employee shall, at the time of hire, be furnished with the following station
1085 uniforms, whereby the Employer shall bear the cost of the initial uniforms: Three (3)
1086 pairs of station uniform pants, three (3) station uniform short sleeve shirts, three (3)
1087 station uniform long sleeve shirts, three (3) station uniform T-shirts, two (2) badges with
1088 employees' shield number, two (2) name badges, one (1) lightweight coat, two (2)
1089 baseball caps, one (1) station uniform belt and (1) pair of station shoes.
- 1090 2. Each newly promoted Lieutenant shall, at the time of promotion, be furnished with the
1091 following station uniforms, whereby the Employer shall bear the cost of the initial
1092 uniforms: Three (3) station uniform white short sleeve shirts, three (3) station uniform
1093 white long sleeve shirts, three (3) station uniform white T-shirts, two (2) badges with
1094 employees' shield number, two (2) name badges, white class "A" cap with cap badge,
1095 white class "A" long sleeve shirt.

1096
1097 C. Firefighter Class "A" Uniform

1098 One (1) class "A" uniform which shall include; pants, blue long sleeve shirt, blouse, dress cap
1099 with cap badge, dress belt, one pair of patent leather shoes (or a suitable substitute), tie.

1100
1101 Class "A" uniforms will be provided once candidate has successfully completed probation.

1102
1103 D. Bedding

1104 Each employee shall, at the time of hire, be furnished with the following bedding; the
1105 Employer shall bear the cost of the initial bedding: one (1) blanket, and one (1) pillow. Any
1106 necessary replacements shall be at the Employer's cost.

1107
1108 E. Uniform Allowance

- 1109 1. Employees shall receive, annually, a uniform allowance of five-hundred dollars
1110 (\$500.00). This shall be credited to each employee at the beginning of each City fiscal
1111 year.
- 1112 2. The uniform allowance shall enable each employee to replace worn, stained, or otherwise
1113 unsuitable parts of their uniform.
- 1114 3. The uniform allowance shall also enable employees to apply one-hundred twenty five
1115 dollars (\$125.00) to the cost of running shoes.
- 1116 4. All unused uniform allowance in an employee's account shall be rolled over from year to
1117 year so long as the sum total does not exceed two (2) full years.

1118
1119 ARTICLE 24
1120 WAGES AND RATES OF PAY

1121
1122 The basic rate of pay shall be computed by dividing the annual salary by 2695.44 hours for
1123 twenty-four (24) hour shift employees.

1124
1125 A. Annual Salary Schedule

1126 The Annual salaries of the members of the bargaining unit shall be paid pursuant to the

1131 negotiated salary attached hereto and made a part of this Agreement and identified as
1132 Appendix A.

1133

1134 **B. Straight-Time Hourly Rate**

1135 The regular and basic hourly rate of pay shall be determined and computed by dividing the
1136 employee's annual salary, and any incentives, by 2695.44.

1137

1138 **C. Overtime Rate**

1139 The overtime rate shall be paid for all overtime worked at the rate of one and one-half (1.5)
1140 times the employee's basic hourly rate.

1141

1142 **D. Call-Back Rate**

1143 1. The Employer shall pay employees that are called-back to duty, once relieved, a
1144 minimum of one (1) hour pay at the employee's overtime rate.

1145

1146 2. Employees that are required to remain longer than the one hour shall be paid in fifteen
1147 (15) minute increments until excused by the on-duty Officer (or Acting Officer).

1148

1149 **E. Holiday Pay**

1150 1. Members of the bargaining unit shall receive a lump sum of four percent (4%) of their
1151 annual base salary including Longevity pay as holiday pay, computed and paid out as
1152 follows:

1153

1154 a) For employees with one (1) year of service or more at the time of the regular holiday
1155 pay out, the employee shall receive payment on or about Thanksgiving Day, for all
1156 authorized holidays falling during the course of the fiscal year.

1157

1158 2. For employees with less than one (1) year of service at the time of the regular holiday pay
1159 out, the employees shall receive payment on or about April 30th for those authorized
1160 holidays falling during the course of their employment. Once the employee has
1161 completed one year of service, that employee shall fall under the provisions set forth in
1162 Section E 1 of this Article.

1163

1164 3. Holiday pay will be paid each year in a separate paycheck from their normal paycheck.

1165

1166 **F. Bilingual Pay**

1167 The City will provide an annual stipend of \$700.00 to bilingual members. The
1168 City reserves the following rights:

1169

1. To determine whether the members are in fact bilingual;
2. The number of members who may receive the stipend in any given year; and
3. To determine which languages qualify for the stipend

1170

1171 The City will exert its best efforts to ensure that the selections of such members
1172 shall be done in a consistent manner.

1173

1174 **G. Step Increases**

1175 All step increases shall be paid annually from the employees' date of hire or promotion,
1176 following an advisory review. The employee shall receive their full step increase with the
1177 fulfillment of a satisfactory review stating achievement of minimum job requirements. Each
1178 employee shall be assigned to their respective step according to the years of employment
1179 upon ratification of this Agreement.

1180

1181

ARTICLE 25

LONGEVITY PAY

1185 Employees shall receive additional salary after meeting the following service requirements: After
1186 completing nine (9) years: five hundred (\$500), and after completing nineteen (19) years: one
1187 thousand five hundred (\$1500).

ARTICLE 26

HOURS OF WORK AND OVERTIME

A. Regular Hours

1193 This Article is intended to define the regular hours of work per day or per week during the
1194 term of this Agreement and shall not be construed as a guarantee of work per week.

B. Normal Work Day and Work Week

1197 The normal work day and work week for employees shall be twenty-four (24) hours of work
1198 (one shift) followed by forty-eight (48) consecutive hours off (two shifts). Effective January
1199 1, 2004, a Kelly day (i.e., what would otherwise be a twenty-four (24) hour duty day) shall be
1200 scheduled off every fifteenth (15th) duty day, thereby reducing the normal work week to an
1201 average of 52.27 hours (the Kelly day shall include twelve (12) hours from each of two (2)
1202 consecutive twenty-seven (27) day work cycles as described in Section C of this Article).
1203 Shifts shall commence at 0700 and end at 0700 the following day.

1205 Effective January 1, 2006, a Kelly day shall be scheduled every fourteenth (14th) duty day
1206 with appropriate scheduling changes such that it will not cause the City to incur additional
1207 FLSA overtime. Effective January 1, 2006, the employees' straight time hourly rate shall be
1208 based on 2713.29 annual hours.

1210 Effective January 1, 2016, a Kelly day shall be scheduled every Thirteenth (13th) duty day
1211 with appropriate scheduling changes such that it will not cause the City to incur additional
1212 FLSA overtime. Effective January 1, 2016, the employees' straight time hourly rate shall be
1213 based on 2695.44 annual hours.

C. FLSA Work Period

Prior to May 1, 2003, the work cycle of each employee for the purpose of the Fair Labor Standards Act (FLSA) will continue to be an established regular re-occurring period of twenty-seven (27) consecutive days which shall run from 7:00 p.m. to 7:00 p.m. The amounts set forth on the salary schedule represent a fixed annual amount to be received for straight time pay for 2695.44 hours including regular tours of duty and paid leaves.

Effective January 1, 2016, concurrent with the implementation of a regular work schedule providing for a Kelly day every thirteenth (13) shift, the City may utilize any authorized FLSA work cycle it deems appropriate. This work period shall be established so that the last day of a preceding work period falls on the first twelve (12) hours of the employee's Kelly day (7:00 a.m. to 7:00 p.m.) and the first day of the next work period falls on the last twelve (12) hours of the employee's Kelly day (7:00 p.m. to 7:00 a.m.), there-by ensuring that the maximum regularly scheduled hours worked in the applicable work period is less than the applicable FLSA maximum established for the work cycle.

D. FLSA Overtime

1232 An employee shall, in addition to regular compensation, be paid one-half ($\frac{1}{2}$) times his/her

1233 regular straight time hourly rate for all hours of actual work in excess of the maximum
1234 number of hours permitted for the work-cycle chosen by the Employer. The Employer
1235 reserves the right to utilize all or part of the 7k exemption for hours worked and overtime
1236 paid in accordance with the most current FLSA rulings and practices. However, where a
1237 specific term of this Agreement conflicts with the FLSA, the Agreement shall control.
1238

1239 **E. Regular Overtime Hours**

1240 An employee working any hours on duty in addition to the regular hours as defined in Section
1241 B of this Article shall be compensated for such overtime hours at the rate of one and one-half
1242 (1.5) his/her straight time hourly rate.
1243

1244 **F. Kelly Day Trades**

1245 Kelly days may be traded between Employees of the same shift provided staffing
1246 requirements referenced Article 40 Section B-1 are maintained. Kelly days may not be
1247 canceled.
1248

1249 **G. Scheduling**

1250 There shall be no more than the following guaranteed leaves per shift for
1251 Firefighters/Lieutenants:
1252

- 1253 1. Vacation Leave #1 (only one bargaining unit member)
- 1254 2. Vacation Leave #2 (only one bargaining unit member)
- 1255 3. Kelly Day/Kelly Trade
- 1256 4. Compensatory/Personal Time (per Article 38)

1257 **Clarification:** Guaranteed leave is leave that the employer will cover via mandatory holdover
1258 if no employee voluntarily accepts the overtime coverage for such leave. Non-guaranteed
1259 leave is Compensatory and/or Personal leaves which are submitted in excess of the above
1260 defined four (4) slots off each duty day, which will not result in the mandatory holdover
1261 procedure if an employee does not voluntarily accept such overtime.
1262

1263 If no Kelly days or Vacation leaves are scheduled, there shall be no more than the above
1264 guaranteed leaves permitted in any combination of compensatory time and personal days,
1265 submitted by single/multiple employees according to Article 38, in an amount not to exceed
1266 96 total shift hours.
1267

1268 **H. Orientation of New Employees**

1269 For the orientation and training of new employees, the City may implement a regular forty
1270 hour work week for a period not to exceed six (6) months. Employees on this schedule shall
1271 continue to be paid their annual salary in accordance with Article 24(A).
1272

1273 **I. Light or Restricted Duty**

1274 Employees who are on a physical or mental disability or have suffered an injury or illness on
1275 or off duty and cannot perform all the required and normal tasks of their position may be
1276 placed on restricted duty.
1277

1278 The City may require an employee who is on sick leave or Workers' compensation leave to
1279 return to work in an available restricted duty assignment.
1280

1281 The determination of whether a restricted duty assignment exists shall be made by the City
1282 Manager upon recommendation of the Chief. The Chief may demonstrate the need of such an
1283

1284 assignment in writing to the Director of Human Resources, who will then consult with the City
1285 Manager.

- 1286
- 1287 a) Under no circumstances will an employee perform restricted duty without a
1288 written medical opinion from the employee's physician stating that the
1289 employee is able to return to work and perform restricted duty without
1290 significant risk that such return to work will aggravate any pre-existing
1291 injury.
 - 1292
 - 1293 b) Under no circumstances will an employee perform restricted duty longer than
1294 a ninety (90) day period.
 - 1295
 - 1296 2. Nothing in this policy shall be construed to require the City to create restricted duty
1297 assignments for an employee. Employees will only be assigned to restricted duty
1298 assignments when the City determines that the need exists and only as long as such
1299 need exists.
 - 1300
 - 1301 3. For the purpose of light duty, the City may implement a forty (40) hour work week.
1302 Employees on this schedule will be paid their regular salary in accordance with Article 24
1303 (A); any hours worked during this time period exceeding forty (40) per week shall be
1304 compensated at the employee's overtime rate. Such work schedule shall normally consist
1305 of consecutive days Monday through Friday from 8:00 p.m. to 5:00 p.m. with a one hour
1306 unpaid lunch period. The employer and the employee, with the agreement of the Union,
1307 may arrange flex time schedules provided the total hours worked Monday through Friday
1308 does not exceed 40 hours.
 - 1309

1310 J. Maximum Consecutive Hours

1311 Employees shall not work in excess of a maximum of one hundred forty-four (144)
1312 consecutive hours (O.T., trades, and/or regular shifts). There shall be a minimum of twenty-
1313 four (24) hours break after this limit is reached.

1314

1315

1316 **ARTICLE 27**

1317 **OVERTIME DISTRIBUTION**

1318

1319 The Fire Chief or his designee(s) shall have the right to require overtime work, and employees
1320 may not refuse overtime assignments. In non-emergency situations, the Fire Chief or his
1321 designee(s) shall take reasonable steps to obtain volunteers for overtime assignments before
1322 assigning required overtime work. The Employer shall maintain and update daily, a Departmental
1323 Overtime Assignment Record, which shall be posted electronically (with a backup, hard copy to
1324 be maintained by the on duty Shift Commander or Acting Shift Commander which is available
1325 for preview via computer access by all Bargaining Unit members.) Additionally, a cross-reference
1326 log shall be kept. Said lists, shall indicate shift assignments, and hours accumulated in numerical
1327 order of hours worked.

1328 Overtime shall normally be distributed to the members of the bargaining unit, to employees of the
1329 same rank and classification described herein. Overtime shall be offered on a rotation basis to
1330 those employees within the Fire Department when and where overtime exists. Overtime shall be
1331 offered to employees that are not normally scheduled to report for duty that day.

1332

1333 A. All overtime worked, or refused, regardless of type of work shall be added and recorded daily

- 1335 to the overtime board and log, with the exception of mandatory holdover as outlined in
1336 section M of this article, and if employee is on fire call that extends beyond end of shift.
1337
- 1338 B. There shall be two (2) overtime lists: one (1) for Lieutenants and one (1) for Firefighters.
1339
- 1340 C. The employee with the least amount of overtime hours shall rank first on the list in which
1341 they hold rank, followed in numerical order, to the employee with the greatest amount.
1342
- 1343 D. Employees attending special training, schools (both mandatory & non-mandatory), seminars,
1344 labor/management negotiations, labor/management committee meetings, Executive Board
1345 Meetings, International Association of Fire Fighters or Associated Firefighters of Illinois:
1346 education, committee meeting, district meeting or convention, Pension conference or Pension
1347 continuing education, as approved by the Fire Chief, shall be exempt from being offered
1348 overtime if the time frame is during the aforementioned event. Employees shall notify their
1349 respective Assistant Chief Shift Commander no later than the shift prior to the event.
1350
- 1351 E. Employees on vacation leave, guaranteed compensatory leave of 12 hours or more,
1352 guaranteed personal leave of 12 hours or more, shift trade / Kelly trade (in conjunction with a
1353 vacation leave day, Kelly day, personal day or compensatory leave), sick leave, worker's
1354 compensatory leave, shall be exempt from being offered overtime. Employees who Trade In
1355 during their exempt timeframe, shall remain exempt from the initial offering of overtime
1356 unless they make themselves available on leave per Section F of this Article. If all other
1357 eligible employees have turned down the overtime, prior to reverting to the mandatory shift
1358 holdover lists, the Shift Commander or Acting Shift Commander shall notify all bargaining
1359 unit members, per section J.6a of this article and offer them the overtime, there will be a one
1360 (1) hour time frame to respond back. If an exempt employee chooses to work, they will be
1361 charged for those hours. If the employee chooses not to work, they will not be charged on the
1362 overtime board and log. Exempt Employees are not subject to the Mandatory Holdover list
1363 procedure, they shall not be held-over. An employee shall not work shift overtime for their
1364 own scheduled shift with vacation leave.
1365
- 1366 F. In the event that an employee has a scheduled exempt leave, the employee may choose to be
1367 eligible for the overtime during the time the employee is off, said employee may do so by
1368 submitting an Available on Leave Timepro request. The employee must specify the exact
1369 dates they choose to be eligible for Overtime. This request must be filled out no later than 36
1370 hours prior to the scheduled exempt leave. The employee will be subject to all rules
1371 involving Overtime Distribution.
1372
- 1373 G. An employee that accepts an overtime slot, and is working that slot, is allowed to be relieved
1374 from that duty only if said employee is injured, sick, or takes emergency leave. In this
1375 instance the employee shall receive the overtime rate for the hours worked, and be charged
1376 hours worked.
1377
- 1378 H. In the event of an immediate need for a duty replacement (i.e. on duty sick/injury/emergency
1379 leave, sick call after 9pm prior to the start of the next shift) the Shift Commander or Acting
1380 Shift Commander shall utilize the mass notification system to notify all employees of
1381 immediate need for duty replacement, per section J.6a of this article. 10 minutes after mass
1382 notification, overtime shall be awarded to first available response regardless of rank on
1383 overtime board.
1384
- 1385 I. If an employee who is on workers' compensation or sick leave for a period of fourteen (14)

1386 shift days, that employee's name shall be removed from the overtime list. When the
1387 employee returns to duty, their name shall be placed back on the overtime list in the same
1388 position as when they left (in reference to number of hours from the lowest accumulated
1389 hours). When a new hire or newly promoted Lieutenant is initially placed on the overtime
1390 board they shall be placed at the bottom and assigned the highest accumulated number of
1391 hours.

1392

1393 J. The Shift Commander or Acting Shift Commander, responsible for calling employees (prior
1394 to 9pm) for overtime occurring the next day shall comply with the following procedures:

1395

1396 1. Available overtime for sworn Lieutenants shall first be offered to sworn
1397 Lieutenants, and then sworn Firefighters. Available overtime for sworn
1398 firefighters shall be first offered to sworn firefighters, and then sworn lieutenants.

1399

1400 2. The process of securing coverage shall commence as early as 0600 hours the day
1401 prior.

1402

1403 3. For the purpose of filling overtime, the Shift Commander or Acting Shift
1404 Commander shall utilize the mass notification system to contact the employee(s)
1405 at the employee designated telecommunications number(s) as outlined under
1406 section J.7 and J.8 of this article. If employee is on shift, Shift Commander or
1407 Acting Shift Commander shall contact employee via direct contact prior to
1408 passing up employee for overtime.

1409

1410 4. Only the employee may accept, or refuse offered overtime.

1411

1412 5. When there is more than one (1) slot of available overtime, the employees with
1413 the least amount of accumulated hours shall be offered all individual available
1414 overtime slots. The employees may accept or refuse a single overtime slot or a
1415 combination of overtime slots. It shall be understood that a single employee,
1416 submitting two consecutive overtime leave requests (i.e. first 12 hours vacation,
1417 last 12 hours compensatory/personal, etc.), shall be considered one overtime slot.

1418

1419 If an additional overtime slot becomes available after bargaining unit members
1420 have already accepted overtime, the new overtime slot shall be offered to all
1421 eligible employees regardless of amount of hours, station location or previously
1422 accepted overtime. If the employee denies all slots, the employee shall be
1423 charged with the highest amount available.

1424

1425 6. The Shift Commander or Acting Shift Commander shall utilize a mass
1426 notification type system for contacting employees for available scheduled
1427 overtime. Shift Commander or Acting Shift Commander shall send out all
1428 available overtime, to all eligible lieutenants and firefighters, no later than 0900
1429 hours (barring emergency calls).

1430

1431 a. The mass notification shall include:

1432

- 1) Station of overtime assignment
- 2) Hours of overtime assignment
- 3) Rank of overtime assignment

1433

1434 Employees will have a two (2) hour timeframe to respond back.

1435

- 1437
- 1438 7. In order to be eligible for overtime notification, the employee will provide the
- 1439 employer with a minimum of two points of contact(s) for the offering of overtime
- 1440 requests. The employer will use the employee provided number(s) to make the
- 1441 reasonable attempt to contact the employee. The employee is responsible for
- 1442 providing current telecommunications number(s). Under temporary or emergency
- 1443 circumstances, the employee may provide a temporary or emergency number to
- 1444 the employer for use. If a circumstance arises where the employee provided
- 1445 telecommunication number(s) are unavailable due to telecommunication system
- 1446 failure, the employer will make a reasonable attempt via an alternative means of
- 1447 communication to contact the employee.
- 1448
- 1449 8. Once overtime is awarded, the Shift Commander, Acting Shift Commander or
- 1450 Shift Commander Designee shall make notification, via mass notifications
- 1451 system, to all members by 1200 hours (barring emergency calls & Alliance
- 1452 training).
- 1453
- 1454 a. Award notification shall include:
- 1455 1) Name of employee accepting overtime
- 1456 2) Name of employee being covered by overtime
- 1457 3) Station location of overtime
- 1458 4) Hours of overtime
- 1459 5) Floater assignments
- 1460
- 1461 K. The maximum an employee shall be charged is twenty-four (24) hours per duty day.
- 1462
- 1463 L. In the event that all sworn, Lieutenants and Firefighters have been offered available overtime
- 1464 in accordance with Section J.1 of this Article, and the slot remains open, the Shift
- 1465 Commander or Acting Shift Commander shall revert to the mandatory shift holdover/lists to
- 1466 fill the slot. Involuntary holdovers shall be rotated among all eligible employees on each
- 1467 shift. Exempt employees as outlined in sections D & E of this article, shall not be eligible for
- 1468 the mandatory shift holdover procedure. Employees not on the duty roster for the day shall
- 1469 not be eligible for mandatory holdovers (i.e. employees exempt as outlined in sections D & E
- 1470 of this article, and duty trades). Mandatory holdover is defined as any amount of time
- 1471 exceeding 30 minutes after the completion of scheduled work assignment. No employee
- 1472 shall be required to work two (2) consecutive holdover shifts. Mandatory holdovers shall be
- 1473 rank for rank (unless no eligible Lieutenant is available), with the exception of circumstances
- 1474 outlined in Article 28, Section H. It is understood that extenuating circumstances may arise
- 1475 causing a mandatory holdover of an employee who is not working their regular duty
- 1476 assignment (i.e. overtime or trade).
- 1477
- 1478 M. In the event an employee is held over, they shall be permitted to substitute another bargaining
- 1479 unit member(s), who agrees to work all or a portion of the shift, in place of the held over
- 1480 employee. It will be the responsibility of the held over employee to arrange the substitution(s)
- 1481 and to contact Shift Commander or Acting Shift Commander with the name(s) of the
- 1482 employee(s) working. All employee(s) working will be paid for their time worked at their
- 1483 overtime rate, and will not be charged for the hours worked on the overtime board and log.
- 1484 Employees who are held-over, but do not work any of the shifts because of substitution(s),
- 1485 shall not rotate on the mandatory holdover list.
- 1486

- 1487 N. Overtime distribution shall continue as currently distributed subject to the following
1488 limitations:
1489
1490 1. Employees shall not work in excess of a maximum of one hundred forty-four (144)
1491 consecutive hours (overtime, compensation time, trades, and/or regular shifts).
1492
1493 2. A minimum of twenty-four (24) hours break after this limit is reached.
1494
1495 O. For initial placement of new hires and newly promoted Lieutenants on the Hold Over List,
1496 they will be placed at the top of the list. In the event of shift changes, members will be
1497 placed on the list in chronological order by last hold over date.
1498
1499

1500 **ARTICLE 28**
1501 **WORKING OUT OF CLASSIFICATION**
1502

1503 Lieutenant:

- 1504
1505 A. The Shift Commander or Acting Shift Commander shall seek eligible volunteers using
1506 the Working Out of Class log. If a Shift Commander or Acting Shift Commander is
1507 unable to obtain an eligible volunteer, the employee with the least amount of hours on
1508 the Working Out of Class log will be detailed.
1509
1510 B. An employee who is detailed or accepts the responsibilities, and carries out the duties,
1511 of a position or rank above that which he normally holds shall receive "Working Out
1512 of Class Pay." Such pay shall be a sum equal to the difference between the employee's
1513 regular firefighter pay and the starting rate for the higher position or rank while so
1514 acting on his/her regular shift. If the employee is acting out of class on a shift other
1515 than their regular shift, they shall receive "Working Out of Class Pay" at a rate of time
1516 and a half ($1 \frac{1}{2} X$) for the next highest rank.
1517
1518 C. Employees eligible to work out of class shall conform to the following service
1519 requirements: Firefighter III or Advanced Technician Firefighter Certification, Fire
1520 Officer I Provisional or Fire Officer I or Company Fire Officer and five (5) years
1521 continuous service after completion of Firefighter probation. A bargaining unit
1522 member requesting placement on, or removal from the working out of class list shall
1523 do so in writing via the chain of command.
1524
1525 D. "Working Out of Class Pay" does not apply when a firefighter is working in the
1526 Station directly under the guidance of a Lieutenant in a Structured Mentoring type
1527 program.
1528
1529 E. Eligible Firefighters who are offered or detailed to act up as a Lieutenant shall have
1530 the hours recorded on a rotating list per Department Policy/Guidelines. For new
1531 members being placed on the Working Out of Class Log (Acting Lieutenant), they
1532 shall be placed at the bottom and assigned the highest accumulated number of hours.
1533
1534 F. While not mandatory, eligible Firefighters are highly encouraged to participate in a
1535 Wheaton Fire Department structured officer development program. Members
1536 participating in the program will receive ascertained merit points per Article 22.
1537 Before any implementation and/or changes to the Wheaton Fire Department officer

1538 development program, the Union shall have the ability to provide input and/or
1539 recommendations to the program.

1540
1541 Shift Commander or Acting Shift Commander:

- 1542
- 1543 A. Shift Commander or Acting Shift Commander shall seek eligible volunteers using the
1544 Working Out of Class log. If a Shift Commander or Acting Shift Commander is
1545 unable to obtain an eligible volunteer, the employee with the least amount of hours on
1546 the Working Out of Class Log will be detailed.
 - 1547
 - 1548 B. Overtime coverage for the Shift Commander shall be addressed in the following
1549 manner: Other than one, regular eight hour shift within a Monday through Friday
1550 timeframe per week based upon the Assistant Chief-Administration's 40 hour work
1551 schedule, any openings for Shift Commander will be filled by eligible Lieutenants, as
1552 outlined in paragraph C of this section, offered to work Out of Class.
 - 1553
 - 1554 C. An employee who is detailed or accepts the responsibilities, and carries out the duties,
1555 of a position or rank above that which he normally holds shall receive "Working Out
1556 of Class Pay." Such pay shall be a sum equal to the difference between the employee's
1557 regular Lieutenant's pay and the designated rate for the Shift Commander while acting
1558 on his/her regular shift. The designated rate shall be the hourly rate equivalent to the
1559 following salary amounts:

Effective Date	Salary
5/1/2018	\$126,000
5/1/2019	\$128,835
5/1/2020	\$131,734

1560
1561 If the employee is acting out of class on a shift other than their regular shift, they shall
1562 receive "Working Out of Class Pay" at a rate of time and a half ($1 \frac{1}{2} X$) for the next
1563 highest rank.

- 1564
- 1565 D. Employees eligible to work out of class shall conform to the following service
1566 requirement. Lieutenant for three (3) years continuous service and at least Provisional
1567 Fire Officer II or Fire Officer II or Advanced Fire Officer starting May 1st, 2018
1568 (Current Lieutenants already on the working out of class Log are exempt from years of
1569 service requirement). A bargaining unit member requesting placement on, or removal
1570 from the working out of class list shall do so in writing via the chain of command.
 - 1571
 - 1572 E. "Working Out of Class Pay" does not apply when a Lieutenant is working in the
1573 Station directly under the guidance of a Shift Commander in a Structured Mentoring
1574 type program.
 - 1575
 - 1576 F. If no qualified Lieutenants are available to act up as Shift Commander, the open
1577 position will be filled according to the Mandatory Holdover practice for Assistant Fire
1578 Chiefs.
 - 1579
 - 1580 G. Eligible Lieutenants who are offered or detailed as an Acting Shift Commander shall
1581 have the hours recorded on a rotating list per Department Policy/Guidelines. For new

1582 members being placed on the Working Out of Class Log (Acting Shift Commander),
1583 they shall be placed at the bottom and assigned the highest accumulated number of
1584 hours.
1585

1586 H. Mandatory Hold Over practice for Shift Commander: Mandatory hold over for Shift
1587 Commander shall be covered as per Department Policy. The Administration shall
1588 exhaust all options to avoid holding over Lieutenants and Firefighters as a result of a
1589 Shift Commander hold over.
1590

1591

ARTICLE 29 **RETIREMENT PAY**

1592 Members of the bargaining unit who have 15 years plus one (1) day of service shall upon
1593 termination by resignation, retirement, or departure due to award of a disability pension be
1594 entitled to a one (1) time retirement payment equal to two (2) months' pay. The member
1595 intending to retire shall provide written notice to the Fire Chief at least Two (2) months prior to
1596 the effective date of retirement. Such retirement pay shall be based upon the average monthly
1597 salary earned during the current fiscal year. Payment shall be made in one lump sum not more
1598 than forty-five (45) days after separation.
1599

1600

ARTICLE 30 **COMPENSATION AT RESIGNATION, DISMISSAL, OR RETIREMENT**

1601 An employee who upon termination by resignation, retirement (voluntary or disability), dismissal
1602 or lay-off is eligible, and shall be compensated accordingly for all accumulated overtime,
1603 compensatory time, holiday pay, vacation time and 50% of accrued but unused Sick days.
1604

1605

ARTICLE 31 **TUITION REIMBURSEMENT**

1606 The purpose of the Tuition Reimbursement Program is to encourage employees to pursue
1607 continued education which will benefit both the employee and the City of Wheaton. Participation
1608 in the program is subject to the availability of funds, and the authorization of the Department
1609 Head, Director of Human Resources, and City Manager.
1610

- 1611
- 1612 1. Eligibility
 - 1613 a. Employee must have completed either six (6) months of service or his/her introductory
1614 appointment period, whichever is longer.
 - 1615 b. Employee must be in good standing in his/her present position as determined by the
1616 Department Heads and Director of Human Resources.
 - 1617 c. Employee should seek to exhaust all other sources of assistance (Veteran's benefits,
1618 scholarships, and grants), with the exception of student loans. The City's share shall not
1619 exceed the difference between a tuition bill and the amount of coverage from all other
1620 sources.
 - 1621 d. Requests should be submitted no earlier than sixty (60) days and no later than thirty (30)
1622 days prior to the first meeting of a course. The thirty (30) day notice may be waived with
1623 the Department Head's and the Director of Human Resource's approval.

- 1632 e. In addition to providing the Human Resources Department with a certified transcript,
1633 Firefighters must have successfully completed the necessary introductory period and be
1634 certified as a Firefighter II in order to be eligible for tuition reimbursement.
- 1635
- 1636 2. **Completion of Forms**
- 1637 a. Before signing up for any courses, an employee must complete a "Request to Participate
1638 in the Tuition Reimbursement Program" form and return it to their Department Head at
1639 least thirty (30) days prior to the first meeting of the class. Employees should contact the
1640 institution to estimate the cost of tuition. In addition to the request, employees requesting
1641 course reimbursement should also provide sufficient course information to assist the
1642 approving authority in understanding the scope of the course. Request forms are located
1643 in departments or on the Human Resources web page.
- 1644 b. After a course has been completed, the employee must complete a "Request for Tuition
1645 Reimbursement" form. The following items must be returned with this form: approved
1646 "Request to Participate in the Tuition Reimbursement Program" form, tuition bill, grade
1647 report, class syllabus which contains the names of required textbooks, and a receipt for
1648 the cost of required textbooks. Requests for reimbursement should be forwarded to the
1649 HR department no later than ninety (90) days following the completion of the course.
1650 Requests received after ninety (90) days will be reimbursed at the City Manager's
1651 discretion. Forms are located in departments or on the Human Resources web page.
- 1652
- 1653 3. **Institutions**
- 1654 a. Employees may be required to furnish information about the accreditation of the
1655 particular educational institution.
- 1656 b. If the same or similar course is available at both a private and public institution, the
1657 public institution should be utilized
- 1658
- 1659 4. **Eligible Courses**
- 1660 a. The program is available for college level courses that are generally job-related.
- 1661 b. Employees may be reimbursed for the cost of tuition, laboratory fees and books for job-
1662 related courses, including those courses which are part of a job-related college degree
1663 program.
- 1664 c. Post-Graduate courses are not eligible unless specifically approved by the City Manager.
1665 Post-Graduate courses will be approved on a course-by-course basis.
- 1666 d. Courses are to be taken on employees' own time.
- 1667 e. The number of courses an employee may enroll in during a given semester or quarter
1668 shall be reviewed during the pre-approval process and shall in no way interfere with the
1669 employee's job duties and responsibilities. Employees may not work on course work
1670 during City time unless specifically authorized by the Department Head.
- 1671
- 1672 5. **Eligible Expenses**
- 1673 Upon successful completion of a class, the following expenses will be reimbursed:
- 1674 a. For public schools, 100% of tuition and laboratory fees for a grade of "A," 90% of tuition
1675 and laboratory fees for a grade of "B," and 80% of tuition and laboratory fees for a grade
1676 of "C."
- 1677 b. For private schools, 100% of tuition and laboratory fees for a grade of "A," 90% of
1678 tuition and laboratory fees for a grade of "B," and 80% of tuition and laboratory fees for a
1679 grade of "C." Reimbursement shall not exceed the rates charged by Northern Illinois
1680 University (NIU). Should the tuition rate be higher than the NIU rate, the employee shall
1681 be responsible for such costs. The employee requesting reimbursement is responsible to
1682 provide the comparative NIU rates. Failure to provide this required information may

1683 cause the request to be disapproved. If NIU does not have a reasonably similar course,
1684 the Director of Human Resources will select another State of Illinois Educational
1685 Institution for comparison purposes.
1686 c. 100% of the cost of required textbooks only. The cost of supplies (i.e., notebooks, writing
1687 utensils, and other school related items) will not be reimbursed.
1688 d. In all cases, courses which provide only "passing" grades will be reimbursed at the grade
1689 of "C" level.

1690 6. **Obligation Period**

1691 If an employee voluntarily leaves the City within two years of completing a reimbursed
1692 course, or training paid for by the City, a percentage amount of reimbursed expenses will be
1693 due the City according to the following schedule:

1694
1695 Less than six (6) months 100%
1696 Less than twelve (12) months 75%
1697 Less than eighteen (18) months 50%
1698 Less than twenty-four (24) months 25%

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1701
1702 **ARTICLE 32**
1703 **HOLIDAYS**
1704

1705 The following holidays are those which shall be recognized and observed:

1706
1707 New Year's Day
1708 Presidents Day
1709 Friday before Easter
1710 Memorial Day
1711 Independence Day
1712 Labor Day
1713 Thanksgiving Day
1714 Friday following Thanksgiving
1715 Christmas Day

1716
1717
1718 **ARTICLE 33**
1719 **HEALTH INSURANCE PROGRAM**
1720

1721 The City agrees to continue to provide health insurance for employees and their dependents
1722 at the same levels as provided in fiscal year 2017/2018, until June 30, 2019 as described in
1723 Appendix D (The Summary of Benefits and Coverage (PPO/HMO)) except as otherwise
1724 provided in Section B of this agreement. Plan design changes beginning on July 1, 2018 are
1725 detailed in Section F.

1726 Beginning on July 1, 2015, IAFF member contributions shall be equivalent to the
1727 contributions paid by non-union employees, except as specified in Section B of this Article
1728 (no more than 15% increase in any one year). Health insurance contributions shall be as
1729 follows:

1730
1731
1732
1733

1734

PPO

	July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021
Single	12% of City's Cost (Wellness discount applied) 16% of City's Cost (No discount)	13% of City's Cost (Wellness discount applied) 17% of City's Cost (No discount)	14% of City's Cost (Wellness discount applied) 18% of City's Cost (No discount)	15% of City's Cost (Wellness discount applied) 19% of City's Cost (No discount)
Single +1, Single + Child, or Single + Spouse	12% of City's Cost (Wellness discount applied) 16% of City's Cost (No discount)	13% of City's Cost (Wellness discount applied) 17% of City's Cost (No discount)	14% of City's Cost (Wellness discount applied) 18% of City's Cost (No discount)	15% of City's Cost (Wellness discount applied) 19% of City's Cost (No discount)
Family	12% of City's Cost (Wellness discount applied) 16% of City's Cost (No discount)	13% of City's Cost (Wellness discount applied) 17% of City's Cost (No discount)	14% of City's Cost (Wellness discount applied) 18% of City's Cost (No discount)	15% of City's Cost (Wellness discount applied) 19% of City's Cost (No discount)

1735

1736

HMO

	July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021
Single	12% of City's Cost (Wellness discount applied) 16% of City's Cost (No discount)	13% of City's Cost (Wellness discount applied) 17% of City's Cost (No discount)	14% of City's Cost (Wellness discount applied) 18% of City's Cost (No discount)	15% of City's Cost (Wellness discount applied) 19% of City's Cost (No discount)
Single +1, Single + Child, or Single + Spouse	12% of City's Cost (Wellness discount applied) 16% of City's Cost (No discount)	13% of City's Cost (Wellness discount applied) 17% of City's Cost (No discount)	14% of City's Cost (Wellness discount applied) 18% of City's Cost (No discount)	15% of City's Cost (Wellness discount applied) 19% of City's Cost (No discount)
Family	12% of City's Cost (Wellness discount applied) 16% of City's Cost (No discount)	13% of City's Cost (Wellness discount applied) 17% of City's Cost (No discount)	14% of City's Cost (Wellness discount applied) 18% of City's Cost (No discount)	15% of City's Cost (Wellness discount applied) 19% of City's Cost (No discount)

1737

- 1738 B. Beginning with the employee contribution change on July 1, 2008 and for each employee
 1739 contribution change during the life of this Agreement thereafter, the annual employee
 1740 contribution shall not increase by more than 15% in any one year. The City's cost shall be
 1741 based on the monthly amount charged to the City for Single, Single +1, Single + Spouse,
 1742 Single + Child or Family Coverage by The City's provider. If actual Cost turns out to be
 1743 different than the monthly charge, employees will not be required to make additional
 1744 contributions and will not be entitled to any refunds. Employees have no right, title or
 1745 interest in any reserves or assets of the health insurance plan. The amount will be paid
 1746 through the pre-tax deductions available through the City Plan. The City reserves the right
 1747 to change: the City's Wellness Program, insurance carriers, self-insurance or risk pools,

1748 PPO networks, and to apply changes that are initiated by the insurance provider that are
1749 applicable to its clients generally, so long as such changes result in substantially similar
1750 benefits and coverage as referred to in Paragraph A of Article 33.

1751

1752 C. Retirement Healthcare Funding Plan

1753 The City agrees to cooperate with the Union in establishing and implementing a
1754 Retirement Healthcare Funding Plan (RHF) as provided for under this Agreement and
1755 Section 501(c)(9) of the Internal Revenue Code. Effective the first payroll period
1756 beginning on or after April 30, of 2015, the Employer shall contribute on behalf of each
1757 bargaining unit employee, as follows:

1758

- 1759 1. Employees with “0” zero years through the completion of “5” five years of service
1760 with the City shall contribute 1.5% of their base pay through a bi-weekly
1761 deduction.
- 1762 2. Employees at the beginning of their “6th” sixth year through the completion of “10”
1763 ten years of service with the City shall contribute 2.0% of their base pay through a
1764 bi-weekly deduction.
- 1765 3. Employees at the beginning of their “11th” eleventh year through the completion
1766 of “15” fifteen years of service with the City shall contribute 2.5% of their base pay
1767 through a bi-weekly deduction.
- 1768 4. Employees at the beginning of their “16th” sixteenth year of service with the City
1769 and continuing thereafter, employees shall contribute 3.0% of their base pay
1770 through a bi-weekly deduction.
- 1771 5. Employees at retirement will deposit into the RHF Post-Employment Account the
1772 following funds earned at the final payout: Compensatory time, holiday pay, vacation
1773 time, retirement pay, and one-half of accrued unused sick leave as per Article 41
1774 section (a) of the current CBA.

1775

1776 Prior to November 1st of each City calendar/fiscal year, the Union may present any
1777 changes or revisions to the City for the RHF plan, which will be effective on
1778 January 1st of the new City calendar/fiscal year. Any costs associated with these
1779 changes to the plan will be paid by the Union.

1780

1781 Such contributions shall be deducted from each employee’s base annual salary as
1782 set forth in Article 24 and all such monies shall be contributed by the Employer to
1783 the Plan Administrator for the Retirement Health Funding (RHF) plan deposit with
1784 the Trustee for the benefit of each bargaining unit employee. Employees shall be
1785 responsible for RHF administrative fees. The Union’s agreement to authorize the
1786 exclusion of participation amounts above, is for the purpose of making this
1787 agreement cost neutral for the Employer and shall not be deemed to decrease an
1788 employee’s annual salary as set forth in Article 24 of this Agreement that is used in
1789 determining the amount of an Employee’s pension provided this treatment is
1790 permitted by the Pension Board, and State and Federal law.

1791

1792 In the event that there is a ruling or change in the law adverse to such treatment, the
1793 Union shall have the right to reopen this Section and the parties shall meet to
1794 negotiate an alternate provision. It shall be the objective of such negotiations to
1795 agree on an alternate provision that preserves the pension ability of the full salary
1796 amount and the treatment of contributions as a tax exempt savings account to fund

1797 Post Employment medical expenses as qualified under.
1798
1799 Section 501(c)(9) of the Internal Revenue Code using any available alternative
1800 procedures or programs.
1801
1802 In the event no agreement is reached within 60 days from the ruling or the change
1803 in the law, either party may submit the dispute to Interest Arbitration as provided
1804 for in Section 14 of the IPLRA except that mediation shall be waived and the
1805 Arbitrator shall be selected using the procedures provided for in Article 36, Step 4
1806 of this Agreement.
1807
1808 D. The City shall make available to employees a voluntary comprehensive medical physical
1809 similar to physicals given to new hire Firefighters. The City agrees that reports of
1810 Firefighter physicals shall respect Firefighter privacy rights and limit information of results
1811 to: "Fit For Duty," "Not Fit For Duty." If not fit for duty the employer is entitled to
1812 additional medical information necessary to determine the availability of employee for work
1813 assignments.
1814
1815 When an employee is restricted from duty as a result of a determination made by a City
1816 medical provider, the responsibility for lost time shall be the responsibility of the City if the
1817 employee's physician certifies it is a preexisting non-disabling condition. If it is a new
1818 condition, the procedure of Article 41, D (4) shall apply.
1819
1820 E. The Employer shall continue to make available the existing Section 125 Cafeteria Plan and
1821 the City's existing EAP plan.
1822
1823 F. New Health Plan Design Changes
1824
1825 Effective for the Health Plan year beginning July 1, 2018, the City may make
1826 changes to the health plan design provided that the health plan design shall be equivalent to
1827 the health plan design for non-union employees, except that the maximum employee cost
1828 shall not exceed the maximum amounts listed below.
1829
1830
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1832
1833
1834

2018/2019 PLAN DESIGN

PPO	Max Allowed
Deductible (Single)	\$ 425
Deductible (Family)	\$ 850
Out-of-Pocket Max (Single)	\$ 1,400
Out-of-Pocket Max (Family)	\$ 2,800
Office Visit co-pay	\$15/visit
ER co-pay	\$75/visit*
Prescription co-pay	10%/25%/30%

1835

HMO	Max Allowed
Deductible (Single)	N/A
Deductible (Family)	N/A
Out-of-Pocket Max (Single)	N/A
Out-of-Pocket Max (Family)	N/A
Office Visit co-pay	\$15/visit
ER co-pay	\$75/visit*
Prescription co-pay	10%/15%/20%

1836

PPO MAXIMUM ALLOWED AMOUNTS

Benefits	2019-2020		2020-2021		2021-2022	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Deductible (Single)	\$500	\$1,000	\$600	\$1,200	\$750	\$1,500
Deductible (Family)	\$1,000	\$2,000	\$1,200	\$2,400	\$1,500	\$3,000
Out-of-Pocket Max (Single)	\$1,750	\$3,500	\$2,000	\$4,000	\$2,500	\$5,000
Out-of-Pocket Max (Family)	\$3,500	\$7,000	\$4,000	\$8,000	\$5,000	\$10,000
Office Visit Co-pay	\$20	N/A	\$20	N/A	\$20	N/A
Specialist Visit Co-pay	\$30	N/A	\$35	N/A	\$40	N/A
Urgent Care Co-pay	\$50	N/A	\$50	N/A	\$75	N/A
ER Co-pay *	\$125		\$150		\$175	
Prescription Co-pay	10%/25%/30%		10%/25%/30%		10%/25%/30%	

HMO MAXIMUM ALLOWED AMOUNTS

Benefits	2019-2020		2020-2021		2021-2022	
	In Network	In Network	In Network	In Network	In Network	In Network
Deductible (Single)	N/A	N/A	N/A	N/A	N/A	N/A
Deductible (Family)	N/A	N/A	N/A	N/A	N/A	N/A
Out-of-Pocket Max (Single)	N/A	N/A	N/A	N/A	N/A	N/A
Out-of-Pocket Max (Family)	N/A	N/A	N/A	N/A	N/A	N/A
Office Visit Co-pay	\$20	\$20	\$20	\$20	\$20	\$20
Specialist Visit Co-pay	\$30	\$35	\$35	\$40	\$40	\$40
ER Co-pay *	\$125	\$150	\$150	\$175	\$175	\$175
Prescription Co-pay	10%/15%/20%		10%/15%/20%		10%/15%/20%	

1837

1838

1839 *Co-pay is waived if person is admitted.

1840

1841 G. Wellness Participation and Discounts

1842

1843 The City may waive this requirement only for the initial period between the employee's
1844 hire date and the first July 1 of his career if the City determines, in its sole discretion, that

1845 establishing the requirements for the Wellness Discount would be unnecessarily
1846 duplicative.

1847
1848 In order to be eligible for application of a Wellness Discount, employees (and spouses who
1849 are in the City's health plan) must participate in the annual Wellness Program as
1850 designated by the Human Resources Department. To achieve the discount, all participants
1851 (and their spouses who participate in the City health plan) must meet either the primary or
1852 the alternative requirements of the wellness program. It is the City's responsibility to
1853 determine the requirements for the Wellness Discount.

1854
1855 Prior to April 30 of each year, the City will inform the Union Executive Board of planned
1856 changes to the City of Wheaton's Health Insurance Program, including the City's Wellness
1857 Incentives/Program and Employee contribution rates.

1858
1859
1860 **ARTICLE 34**
1861 **LIFE INSURANCE**
1862

1863 Employees shall be afforded a fifty-thousand (\$50,000) dollar life insurance plan.

1864
1865
1866 **ARTICLE 35**
1867 **DISCIPLINE AND DISCHARGE**
1868

1869 A. Discipline
1870 Where appropriate, discipline shall be progressive. Normally, employees will be disciplined
1871 to improve behavior, and not merely punish. The following are illustrative types of discipline
1872 which the Employer may impose:
1873 1. oral reprimand;
1874 2. written reprimand;
1875 3. suspension without pay;
1876 4. dismissal.

1877 Any notation of an oral reprimand shall be removed from the employee's personnel file if,
1878 from the date of the last oral reprimand, twelve (12) months have passed without the
1879 employee receiving additional discipline for a related offense.

1880
1881 In addition, any written reprimand shall not be used to impose more severe discipline after
1882 four (4) years from issuance of the written reprimand.

1883
1884 B. Disciplinary Action
1885 Any disciplinary action or measure other than an oral or written reprimand imposed upon an
1886 employee may be appealed exclusively through the grievance procedure. The employee
1887 may file a written reply to any oral or written reprimand. However, if the City seeks to use
1888 the oral and/or written reprimand for the imposition of more severe discipline, the merits of
1889 the oral and/or written reprimand may be raised by the employee or Union in arbitration.

1890
1891 Disciplinary actions or discharge of a probationary employee shall not be subject to the
1892 grievance and arbitration procedures in Article 36 of this Agreement. If the Employer has
1893 reason to reprimand an employee, it shall be done in a manner that will not embarrass the
1894 employee before other employees or the public. The disciplinary decision of the Fire Chief,
1895

1896 or his designee, shall be deemed final, subject only to appeal through the grievance
1897 procedure in Article 36 of this Agreement.

1898

1899 **C. Notice to Union**

1900 The Employer agrees to provide a copy of all suspension and discharge notices to the Union
1901 within five (5) days of issuance.

1902

1903 **D. Reinstatement**

1904 Any employee found to be unjustly suspended or discharged shall be reinstated with full
1905 compensation for all lost time and with full restoration of all other rights, benefits and
1906 conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a
1907 grievance settlement or deemed appropriate by an arbitrator.

1908

1909 **E. Disciplinary Investigations**

1910 Employees shall be entitled to a Union representative during any meeting called by the
1911 employer if the employee reasonably believes that he/she will be asked questions which may
1912 lead to his/her discipline.

1913

1914 **F. Notification to Employee**

1915 Prior to imposing a suspension or discharging an employee, the Employer shall provide the
1916 employee with written reasons for the contemplated discipline and shall afford the employee
1917 the opportunity to rebut the reasons for the contemplated discipline. With regard to
1918 suspensions and discharges, the parties agree to an alternative form of due process than that
1919 provided in 65 ILCS 5/10-2.1-17, and hereby acknowledge that, pursuant to its home rule
1920 authorities, the City has authorized the Fire Chief to have the authority to issue suspensions in
1921 excess of five (5) calendar days, not to exceed thirty (30) calendar days, and to discharge
1922 firefighters included in the bargaining unit. In the event a suspension or discharge is
1923 imposed, the employee has seven (7) calendar days after service of the discipline to notify the
1924 Union of his or her desire to appeal the suspension through the grievance procedure. The
1925 Union shall have seven (7) calendar days to notify both the employee and the Fire Chief as to
1926 whether the Union will appeal the discipline through the grievance procedure. If the Union
1927 decides to file a grievance, the grievance shall be initiated at Step 3 of the grievance
1928 procedure within seven (7) calendar days after the Union notifies the employee and Fire
1929 Chief of the decision to process the grievance.

1930

1931 **G. Reservation of Rights**

1932 Nothing herein is designed to abrogate employees' rights under the Firemen's Disciplinary
1933 Act (50 ILCS 745).

1934

1935

1936 **ARTICLE 36**

1937 **GRIEVANCE PROCEDURE**

1938

1939 **A. Definition**

1940 A grievance is defined as a dispute or difference of opinion raised by an employee or the
1941 Union against the Employer involving an alleged violation of an express provision of this
1942 Agreement.

1943

1944 **B. Procedure**

1945 The parties acknowledge that it is usually most desirable for an employee and his/ her
1946 immediate supervisor to resolve problems through free and informal communications. If,

1947 however, the informal process does not resolve the matter, the grievance will be processed as
1948 follows:

1949

1950 **STEP 1.**

1951 Any employee and/or Union representative, or the Union alone in a Union grievance,
1952 who has a grievance shall submit the grievance in writing to the Assistant Chief –
1953 Administration specifically indicating that it is a grievance under this Agreement. The
1954 grievance shall contain a complete statement of the facts, or provision(s) of this
1955 Agreement which are alleged to have been violated and the relief requested. All
1956 grievances must be presented no later than ten (10) calendar days from the date of
1957 occurrence of the event giving rise to the grievance or ten (10) calendar days from
1958 when the grievant, through normal diligence, should have become aware of the
1959 occurrence. Thereafter, the Assistant Chief – Administration, shall meet with the
1960 grievant and a representative of the Union, if requested by the grievant, within ten (10)
1961 calendar days, and discuss the grievance. The Assistant Chief – Administration shall
1962 render a written response to the grievant within ten (10) calendar days following the
1963 meeting.

1964

1965 **STEP 2.**

1966 If the grievance is not settled in Step 1, and the grievant or Union desires to
1967 appeal, it shall be referred in writing to the Fire Chief within ten (10) calendar
1968 days after receipt of the Assistant Chief – Administration response in Step 1.
1969 Thereafter, the Fire Chief shall meet with the grievant within fifteen (15) calendar
1970 days. A representative of the Union shall be present to discuss the grievance. The
1971 Fire Chief shall submit a written answer to the Union or employee within ten (10)
1972 days following the meeting.

1973

1974 **STEP 3.**

1975 If the grievance is not settled in Step 2 and the grievant or Union desires to appeal,
1976 it shall be referred in writing to the City Manager within ten (10) calendar days
1977 after the receipt of Fire Chief's response in Step 2. Thereafter, the City Manager or
1978 his designee(s) shall meet with the grievant and a representative of the Union, if
1979 requested by the grievant, within fifteen (15) business days, and discuss the
1980 grievance. The City Manager shall submit written answer to the Union or
1981 employee within ten (10) business days following the meeting.

1982

1983 **STEP 4 - Arbitration**

1984 If the grievance is not settled in Step 3 and the Union wishes to appeal the
1985 grievance, it may refer it to arbitration, as described below, within fifteen (15)
1986 calendar days of receipt of the City Manager's written answer in Step 3.

1987

- 1988 1. The parties shall attempt to agree upon an arbitrator. In the event the
1989 parties are unable to agree on an arbitrator within seven (7) calendar days
1990 after receipt of referral to arbitration, they shall jointly request the Federal
1991 Mediation and Conciliation Service (FMCS) to submit a panel of seven
1992 (7) arbitrators who are members in good standing of the National
1993 Academy of Arbitrators and who are residents of Illinois, Wisconsin,
1994 Michigan, or Indiana. The parties shall alternatively strike names from the
1995 list until only one (1) name remains. A coin flip shall be decided to
1996 determine who must first strike a name from the list. The arbitrator shall
1997 be notified of his/her selection by the parties and requested to set up a

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time and a place for the hearing subject to the availability of the Employer and Union representative. More than one grievance may be submitted to the arbitrator where both parties so mutually agree in writing.

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2. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation of a specific provision(s) of this Agreement. The arbitrator shall be empowered to determine the issue(s) raised by the grievance as submitted in writing at the third step. The arbitrator will have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with any applicable laws or rules and regulations of administrative bodies that have the force or effect of law. For the purpose of this article an ordinance is not a law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Employer under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Article shall be final and binding upon the Employer, the Union and the employees covered by the Agreement.
3. The fees and expenses of the arbitrator and the cost of a court reporter, if any, shall be divided equally between the Employer and the Union; provided, that each party should be responsible for compensating its own representatives and witnesses, and each party shall pay for any transcript it may order.
4. The arbitrator shall submit his/her final decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties whichever is later.

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Miscellaneous

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1. No grievance will be processed or entertained if it is not submitted in writing to the employee's immediate supervisor within ten (10) days of the occurrence of the event giving rise to the grievance or when the grievant through reasonable diligence, should have become aware of such occurrence.
2. The time limits set forth in this Article may be extended by mutual consent. If the Employer fails to respond within the required time limits, the grievance shall automatically be moved to the next step.
3. All grievance discussions and investigations shall take place in a manner which does not interfere with the Employer's operations. If mutually agreed upon times occur during an employee's duty shift, the employee shall be allowed to attend such meetings without loss of pay. Employees' attendance at such meetings shall not occasion the payment of overtime.

ARTICLE 37
DRUG AND ALCOHOL TESTING OF EMPLOYEES

A. Prohibitions

1. Being under the influence of alcohol during the course of the workday;
 2. Failing to report to their supervisor any known adverse side effects of any medication or prescription drugs they are taking; and
 3. Consuming, possessing, selling or purchasing illegal drugs at any time;
 4. Abuse of prescription drugs.

B. Type of Testing

Employees may be tested for possible drug or alcohol abuse whenever a supervisor has reasonable suspicion of alcohol or drug abuse.

C. Order to Take Test

1. The Employer shall provide the employee with written documentation of the facts or inferences, which gave rise to the reasonable suspicion within a reasonable time after any order to test.
 2. Employer shall have the right to send Employees for a mandatory drug/alcohol test after a significant motor vehicle accident at the Employers cost and coverage of Employees shift time off. A significant accident shall involve injury of Civilians and/or City Employees needing immediate medical treatment by Physician, or damage in excess of \$1500.00 based on a good faith estimate made by the investigating patrol officer.

D. Tests to be Conducted

For drug testing, the Employer shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which shall comply with N.I.D.A. and D.O.T. standards.

E. Test results

1. As to drug testing, the Employer shall be notified in the event that a sample has tested positive or negative for a particular drug on both the initial and confirmatory test. As to alcohol testing, test results showing an alcohol concentration of .02 shall be considered positive.
 2. Any employee sent for a drug or alcohol test shall sign an appropriate release(s) so that the Employer may obtain access to the test results and any other relevant information. Upon request, a copy shall be provided to the Union.

E Right to Contest

Right to Contest The Union and/or the employee shall have the right to contest and/or grieve any alleged violation of this Article.

G. Voluntary Requests for Assistance

No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for drug or alcohol related problems provided that the employee voluntarily seeks assistance prior to being notified to take a test or prior to any event that would permit the City to order a test. The Employer may temporarily reassign or, place the employee on paid time off options for a maximum period of fifteen (15) duty shifts unless the parties mutually agree to a longer period. All such requests shall be held strictly

2100 confidential and not released or used in any manner or forum contrary to the employee's
2101 interests.

2102 **H. Discipline**

2104 Although the Employer reserves the right to discipline employees up to and including
2105 discharge for violations of this Article, it will normally follow the principles of progressive
2106 discipline for alcohol related violations. In addition, it will normally follow the principles of
2107 progressive discipline in those drug related violations of this Article, which are not violations
2108 of the law.

2111 **ARTICLE 38**
2112 **COMPENSATORY/PERSONAL TIME**

2114 All employees covered by the terms of this Agreement shall have, as their option, the right to
2115 choose compensatory time off, at the appropriate overtime rate, in lieu of payment. Compensatory
2116 time off may be accumulated to ninety-seven (97) hours. No more than one time per year, an
2117 employee may submit a request to cash out accrued, unused compensatory time due to special
2118 circumstances. Such requests will be considered by the Fire Chief or his designee on a case-by-case
2119 basis.

2120 Employees will be provided with 24 hours of Personal Time at the beginning of each Calendar
2121 year, and it must be used in the year that it was earned. Personal Time will not be paid out upon
2122 retirement, resignations, termination or departure for any other reason. Employees who are unable
2123 to use their Personal Time due to Workers' Compensation leave shall be entitled to reschedule
2124 their Personal Time to unused slots or carry unused Personal Time over to the next calendar year.
2125 Compensatory time off and Personal Time shall be granted upon the employee's request under the
2126 following parameters:

- 2129 1. All requests for Compensatory Time and Personal Time shall be submitted via electronic
2130 notification to the Chief, Shift Commander or Acting Shift Commander (working the day
2131 the request is submitted).
- 2132 2. All requests for Compensatory Time and Personal Time shall be submitted at least twelve
2133 (12) hours prior to the start of the shift of the time off being requested.
- 2134 3. In the event of a special circumstance, requests submitted with less than twelve (12)
2135 hours notification shall be considered and mutually agreed upon by the employee and the
2136 Fire Chief, Shift Commander or Acting Shift Commander.
- 2137 4. Any Compensatory Time and Personal Time off request of less than twelve (12) hours is
2138 not guaranteed to be granted unless noted in number 3 of this article.
- 2139 5. Requests will not be considered unless the Compensatory Time has been earned prior to
2140 the request being made.
- 2141 6. Properly submitted Compensatory Time Off or Personal Time request comprised of a
2142 block of time twelve (12) or more hours shall be covered as outlined in Article 26 and
2143 Section 7 of this Article. If multiple requests are submitted, guaranteed time slots will
2144 be covered based upon the order (date/time) in which the requests were received.
2145 The employer will make reasonable efforts to cover any additional non-guaranteed

2151 Compensatory Time and Personal Time requests.7. If no Kelly days or Vacation leaves
2152 are scheduled, there shall be no more than the guaranteed leaves outlined in Article 26
2153 permitted in any combination of compensatory time and personal days.

2155

2156 **ARTICLE 39**

2157 **SHIFT TRADES**

2158

2159 **A. Limitations**

- 2160 1. Employees shall have the right to exchange scheduled duty time, in whole or part, when
2161 the change does not interfere with the operation of the Fire Department. An electronic
2162 copy of all duty trades shall be filed with the Fire Chief, Shift Commander or Acting
2163 Shift Commander within a reasonable amount of time before the date of Trade.
- 2164 2. Employees may only exchange shifts with employees within the same rank, except with
2165 the approval of the Fire Chief, Shift Commander or Acting Shift Commander.
- 2166 3. Employees filing five (5) consecutive trade days must receive approval of the Fire Chief,
2167 Shift Commander or Acting Shift Commander.
- 2168 4. The working time of a shift trade may not cause the employee to work in excess of the
2169 maximum consecutive hours stated in Article 26.

2170

2171 **B. Recording of Shift Exchanges**

2172 It is the employee's responsibility to submit an electronic (TimePro) request.

2173

2174 **C. Availability for Overtime**

2175 Employees that have agreed to work the duty trades shall not be available to be called for
2176 overtime for that day.

2177

2178 **D. Responsible Party Due to Illness, Etc.**

2179 Employees that have agreed to work the trade shift that cannot fulfill that duty due to illness,
2180 injury (non-job-related), etc., shall be considered sick, and their sick leave shall be charged
2181 for the replacement.

2182

2183 **E. Responsibility of Pay-Back**

2184 Duty trades shall be the responsibility of the employees involved.

2185

2186

2187 **ARTICLE 40**

2188 **VACATION LEAVE**

2189

2190 **A. Accrual**

- 2191 1. No employee may use any vacation time until he/she has completed six (6) full months of
2192 consecutive full-time employment.
- 2193
- 2194 2. During the first four (4) calendar years of service, employees are eligible for five (5)
2195 workdays of vacation per year.
- 2196
- 2197 3. Beginning with the fifth (5th) year of service, employees are eligible for seven and one
2198 half (7.5) workdays of vacation per year.
- 2199
- 2200 4. After the fifth (5th) year of employment, employees accrue an additional one-half (1/2)
2201 day of vacation for each additional year of service, but not to exceed five more days

- 2202 (maximum of twelve and one half (12.5) vacation days earned per year).
- 2203
- 2204 5. For the purposes of determining vacation eligibility, the employee's date of employment,
- 2205 not the calendar year, controls.
- 2206
- 2207 6. All vacation days shall be taken by the end of the calendar year in which they are to be
- 2208 scheduled or they will be lost. However, any remaining vacation hours less than twelve
- 2209 (12) hours can be carried over to the following calendar year. Employees who are unable
- 2210 to take their scheduled vacation leave due to incapacity because of injury or illness shall
- 2211 be entitled to reschedule their vacation leave to unused slots, or carry unused vacation
- 2212 over to the next calendar year.
- 2213
- 2214 B. Bidding
- 2215 1. Two (2) employees shall be allowed to schedule vacation leave per shift.
- 2216
- 2217 2.a Employees shall schedule between October 15th and December 15th a minimum of one
- 2218 half (1/2) accrued vacation to be earned for the subsequent year. Vacation preference
- 2219 will be determined by seniority. Employees shall pick their vacation allotments by shift
- 2220 in consecutive days (blocks) and in increments of no less than twenty-four (24) hours,
- 2221 or up to his/her maximum allotment if it is consecutive (i.e. 12 hours). Consecutive
- 2222 blocks shall not include Shift Trade days, but may include Kelly Days and/or Kelly
- 2223 Trade Days. First pick can consist of two (2) blocks. Each employee shall pick each
- 2224 round within 7 calendar days, and, if not completed within this timeframe, the
- 2225 employee forfeits their pick.
- 2226
- 2227 All picks there after shall be one (1) block of consecutive twenty-four (24) hour days,
- 2228 or up to his/her maximum allotment if it is consecutive (i.e. 12 hours). After an
- 2229 employee has chosen his/her vacation leave pick, the calendar shall rotate to the next
- 2230 senior employee. If employees do not pick their full allotment, additional one block
- 2231 rounds shall be held as necessary. For the purposes of scheduling, in accordance with
- 2232 the employees anniversary date/accrual rate, vacation to be accrued by the employee
- 2233 will be advanced on January 1st of every subsequent calendar year. In the event that an
- 2234 employee terminates his/her employment for any reason after he/she has taken vacation
- 2235 that was not fully earned, the Employer shall deduct any vacation benefits that were
- 2236 used but unearned, from final compensation due the employee.
- 2237
- 2238 Once three-fourths (3/4) of accrued vacation time has been scheduled in twenty-four
- 2239 (24) hour blocks, twelve (12) hour vacation blocks shall be permitted.
- 2240
- 2241 2.b After January 1st, employees may schedule vacation day(s) to be accrued on a first
- 2242 come first serve basis in twenty four (24) hour blocks or twelve (12) hour blocks.
- 2243 Employees shall complete selection of vacation day(s) by June 15th.
- 2244
- 2245 2.c All Vacation requests shall be submitted via current electronic time attendance system
- 2246 to the Shift Commander or Acting Shift Commander.
- 2247
- 2248 3. Three calendars shall be circulated, one per shift, starting with the senior most
- 2249 employee then in order to the least senior employee of that shift. The employee shall be
- 2250 allowed a reasonable amount of time to select his/her one vacation pick before it is
- 2251 offered to the next employee.
- 2252

- 2253 4. The remaining vacation time shall be scheduled in no less than twelve (12) hour blocks
2254 of time.
- 2255
- 2256 5. There shall be no cancellation of vacation leave. Rescheduling of a vacation day will be
2257 permitted, as long as the rescheduled time is not less than twelve (12) hours, the time is
2258 available, at least $\frac{1}{4}$ of the vacation time is taken in twenty-four (24) hour increments
2259 and the request is made at least seventy-two (72) hours before the initial scheduled
2260 vacation leave.
- 2261
- 2262 6. After January 1st, compensation time may be combined w/ a remaining small block of
2263 vacation time (less than 12 hours) to total a block of (12) hours, or larger (Subject to
2264 requirements of B-1 of this Article).
- 2265
- 2266 7. On December 16 at 00:00 hours, employees shall be able to submit TimePro requests for
2267 Personal and Compensatory leaves for the upcoming year.
- 2268

2269 C. Shift Change Contingency

2270 If there is a shift change made by the Employer after the affected employee has chosen
2271 his/her vacation leave, and that leave has been granted, the Employer shall grant the
2272 employee his/her original block of leave.

2273 If there is a shift change made by the employer resulting in two or more members changing
2274 per shift, the affected shifts shall re-pick Kelly lines according to department seniority.

2275
2276
2277
2278 **ARTICLE 41**
2279 **SICK AND INJURY LEAVE**

2280 A. Accrual

2281 Sick leave shall be credited to all probationary and regular full-time sworn employees of the
2282 fire department at the rate of one (1) work day for each two full months of service and shall
2283 be accumulated to a maximum of sixty (60) working days for each employee. After the
2284 accumulation of sixty (60) days, sick leave shall be credited at the rate of one-half (.5) day for
2285 each two full months of service.

2286 B. Thirty Day Bank

2287 Full time sworn members of the Fire Department who have utilized all of the earned sick
2288 days may on a one time basis only, draw upon a bank of thirty (30) days. This thirty (30) day
2289 bank would be available on a one day basis until such time as the thirty (30) days
2290 were utilized. This bank of days will not count towards any monetary payout for sick leave at the
2291 end of the sworn employee's career.

2292 C. Use

- 2293 1. Sick leave shall not be considered a privilege which an employee may use at the
2294 employee's discretion, but shall be allowed only in case of actual sickness or disability of
2295 the employee. Sick leave may also be granted to meet medical or dental appointments
2296 which cannot reasonably be scheduled during non-working hours, and in the event of an
2297 illness or injury of an immediate family member which requires the presence of the
2298 employee.
- 2299
- 2300 2. The Fire Chief (or his/her designee) may send an employee home on sick leave if, in the
2301

- 2307 3. Sick leave may be advanced to employees by the Fire Chief (or his/her designee) if in the
2308 Fire Chief's (or his/her designee's) opinion such advancement is justified. The Fire Chief
2309 shall provide the Director of Human Resources with a memorandum describing in
2310 reasonable detail the rationale for approval.

D. Sick Leave Requests

- 2313 1. Emergency sick leave requests shall be made by contacting the on duty Shift
2314 Commander. Scheduled sick leave requests shall be made via a TimePro request with
2315 notification made to the on duty shift commander.

2316

2317 1. A certificate will be required for a single day absence only when there is a pattern of sick
2318 leave usage which indicates abuse, or whether there is other evidence indicating abuse.

2319

2320 2. As mutual protection for the Employer and the employee, the Fire Chief (or his/her
2321 designee) may require an employee to submit to a complete physical examination by a
2322 physician designated by the Employer prior to an employee's return to work. The cost of
2323 such physical examination is the responsibility of the employee, but may be paid for by
2324 the Employer upon the approval of the responsible City official.

2325

2326 3. The Fire Chief (or his/her designee) may require an employee who is off on sick leave to
2327 submit a physician's certificate which indicates the specific nature of the illness or injury
2328 and prognosis as to the earliest date when the employee will be able to return to work.
2329 The Fire Chief (or his/her designee) may require an employee to have the physician's
2330 certificate updated. Any cost(s) associated with providing a physician's certificate are the
2331 responsibility of the employee.

E. Sick Leave Buy Back

- 2334 1. If an employee desires, he/she may buy back a maximum of one (1) sick day per calendar
2335 year. The amount of Sick Leave bought back will then be deducted from the unused Sick
2336 Leave earned and any remaining days will accumulate with those of previous years.
2337 Payment shall be made at the employee's present rate of pay at his/her time of the buy-
2338 back. Employees that have used zero (0) to one and one-half (1.5) days of sick leave in
2339 the past year are eligible to buy-back one (1) sick day. For employees that have used two
2340 (2) to three (3) days of sick leave in the last calendar year, he/she is eligible to buy-back
2341 one-half (.5) days' pay. For the purpose of determining the number of sick days used in a
2342 year, the twelve (12) month period will run from November 1 to October 31. New
2343 employees will be required to wait until November 1st to begin eligibility for this
2344 program. Employees will be required to notify the Fire Chief (or his/her designee) in
2345 writing by the November deadline if they wish to participate in this program. Employees
2346 shall receive his/her buy back check with his/her paycheck on or around December 10.

E. Sick Leave Donation

- 2349 1. In the event that a bargaining unit employee has depleted all available leaves and still
2350 requires additional time off due to non-work-related personal illness or injury, the
2351 employee may make a written request to the Fire Chief requesting sick leave
2352 donations (accrued, not from Sick Bank) of fellow bargaining unit members, not to
2353 exceed a total amount of 240 consecutive shift hours. All additional requirements set
2354 forth in the City of Wheaton Employee Manual regarding the Employee Sick Leave

2355 Bank, not addressed within the provisions of this agreement, shall be followed. Such
2356 requests must receive final approval by the City Manager on a case-by-case basis and
2357 will not set precedent for any future said requests.

2358

2359

2360 **ARTICLE 42**

2361 **FUNERAL LEAVE**

2362

2363 In the event of death in the family (defined as the employee's legal spouse, mother-in-law, father-
2364 in-law, child, son-in-law, daughter-in-law, parent, grandparent, brother, sister, cousin, grandchild,
2365 brother-in-law, sister-in-law, parent of spouse, grandparent of spouse, niece, nephew, aunt and
2366 uncle), and any other person dependent on the employee's care, an employee shall receive off,
2367 with pay, the day of the death (if on-duty) plus twenty-four (24) hours of duty, if required, and
2368 approved by the Fire Chief, for matters in direct relation to the death. The Fire Chief or his
2369 designee may grant additional time off (unpaid, vacation, compensatory time or personal leave) if
2370 there is a need for more time. This time shall not be unreasonably denied.

2371

2372

2373 **ARTICLE 43**

2374 **COURT LEAVE / JURY DUTY**

2375

2376 A. Court Leave

2377 The Employer shall grant leave to an employee for the period of time he/she is required to
2378 appear before a court, judge, justice, or coroner as a plaintiff, defendant, or witness, on any
2379 matter arising out of the employee's performance of his duties with the Employer. The
2380 employee shall be released from duty without loss of pay for such appearances which occur
2381 on scheduled duty days, and shall be compensated at time and one-half of their regular hourly
2382 rate of pay for such appearances which occur on scheduled days off. The employee shall
2383 immediately notify the Fire Chief (or his designee) as soon as they receive a notice to appear
2384 as a plaintiff, defendant, or witness. Employees shall not exercise the rights in this Section if
2385 an employee or the Union is in litigation against the Employer and the employee is
2386 subpoenaed as a witness against the Employer.

2387 B. Jury Duty

2388 An employee who is summoned for jury duty shall notify the Fire Chief or his designee
2389 immediately to provide as much advance notice as possible. If the employee is required to
2390 attend jury duty on a day he/she is scheduled to work, he/she will be released from shift duty
2391 for the entire shift if the Fire Chief (or his designee) deems it appropriate. Any employee who
2392 is required to appear for, or serve on, a jury shall receive his/her regular pay and benefits
2393 while so serving. Time spent on jury duty does not count as hours worked for the purposes of
2394 calculating overtime.

2395

2396

2397

2398 **ARTICLE 44**

2399 **MILITARY LEAVE**

2400

2401 Military leave shall be granted in accordance with applicable Illinois and Federal law.

2402

2403

2404 **ARTICLE 45**

2405 **ENTIRE AGREEMENT**

2406 This written Agreement constitutes the party's complete agreement, and concludes bargaining for
2407 its term as to any subject expressly covered by the terms of this Agreement, unless mutually
2408 agreed to by both parties. No amendment or modification of this Agreement shall be operative or
2409 effective unless reduced to writing and executed or signed by the representatives of the parties.

2410

2411 The parties' agreement to this provision shall not be construed as waiving any of their respective
2412 rights or obligations to negotiate as may be required by the IPLRA as to:

2413

2414 The impact of the exercise of the Employer's management rights as set forth herein on any terms
2415 and conditions of employment.

2416

2417

2418

ARTICLE 46 SAVINGS CLAUSE

2421 If any provision of this Agreement or the application of any such provision should be rendered or
2422 declared invalid by any court or by any statute, the remainder of the Agreement shall remain in
2423 full force and effect. If appropriate, the parties shall attempt to negotiate a substitute for the
2424 provision declared invalid.

2425

2426

2427

ARTICLE 47 DURATION AND RENEgotiations

2428

2429

A. This Agreement and each of its provisions shall be effective as of May 1, 2018 and shall
2431 continue in full force and effect until April 30, 2021 and thereafter unless either party shall
2432 notify the other in writing 120 days (or by January 1st) prior to the anniversary date of this
2433 contract, that it desires to modify and/or amend this Agreement. Negotiations shall
2434 commence no later than thirty (30) days after service of such notice.

2435

B. Any retroactive pay shall be on a separate check from normal salary.

2436

2437 IN WITNESS WHEREOF, the parties hereto have affixed their signature, this the 2nd
2438 day of July, 2018.

2439

2440

FOR THE UNION:

2441

2442

2443

President

2444

2445

2446

Vice President

2447

2448

2449

2450

Treasurer

2451

2452

2453

Secretary

2454

2455

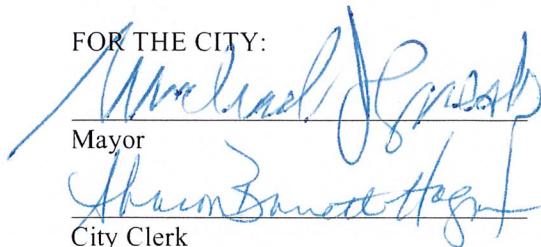
2456

Sergeant -at-Arms

FOR THE CITY:

Mayor

City Clerk



APPENDIX A
SALARY SCHEDULE

Firefighter

	5/1/2017	5/1/2018	5/1/2019	5/1/2020
Start	\$65,248	\$66,879	\$68,384	\$69,923
Step 1	\$71,602	\$73,392	\$75,043	\$76,732
Step 2	\$75,895	\$77,792	\$79,543	\$81,332
Step 3	\$80,451	\$82,462	\$84,318	\$86,215
Step 4	\$85,278	\$87,410	\$89,377	\$91,388
Step 5	\$90,395	\$92,655	\$94,740	\$96,871
Step 6	\$94,011	\$96,361	\$98,529	\$100,746

Lieutenant

	5/1/2017	5/1/2018	5/1/2019	5/1/2020
Step 1	\$102,824	\$105,395	\$107,766	\$110,191
Step 2	\$103,852	\$106,448	\$108,843	\$111,292
Step 3	\$105,387	\$108,022	\$110,452	\$112,937
Step 4	\$106,668	\$109,335	\$111,795	\$114,310
Step 5	\$110,932	\$113,705	\$116,264	\$118,880

APPENDIX B
PROMOTIONAL POTENTIAL RATING

City of Wheaton Fire Lieutenant Selection Process

Lieutenant Candidate Name: _____

For each of the criteria below, rate the candidate on a scale of 1-10 (10 being the highest).

<u>Criteria</u>	<u>Score</u>
1.) Remains calm and thinks clearly during an emergency.	_____
2.) Works safely.	_____
3.) Leads by example.	_____
4.) Is honest & trustworthy.	_____
5.) Able to adapt to any situation.	_____
6.) Is dependable when assigned a task.	_____
7.) Shows initiative without being told.	_____
8.) Overall contributions to their crew.	_____
9.) Maintains a positive attitude.	_____
10.) General job knowledge required to be an effective Lieutenant.	_____

Total Score out of 100 points = _____

Evaluator Printed Name Evaluator Signature Date

APPENDIX C FACTORS IN CHIEFS POINTS

For each of the criteria listed below rate each candidate on a scale of 1-5 (5 being the highest rating) based on the dimension of Teamwork.

<u>Criteria</u>	<u>Scores</u>
1. Reaching logical conclusions from incomplete or ambiguous information.	_____
2. Reaching sound decisions and committing oneself to a defined course of action.	_____
3. Dealing with citizens, public officials, subordinates and co-workers in a courteous and tactful manner.	_____
4. Actively influencing events, initiating required action, and thinking and acting independently.	_____
5. Correctly recognizing and identifying a problem and developing reasonable solutions.	_____
6. Maintaining a positive attitude and even temperament despite opposition, difficulties and frustration.	_____
7. Expressing ideas and communicating orally in a clear and understandable manner and in correct grammatical style.	_____
8. Working calmly and efficiently under stress and maintaining composure and even temperament under opposition.	_____

Total of Above Scores: _____ Divided by 8 = _____

Above adjusted score shall be the Fire Chief's Points: _____

APPENDIX D SUMMARY OF BENEFITS AND COVERAGE

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
 IPBC-City of Wheaton: HMO Plan

Coverage Period: 07/01/2017 – 06/30/2018

Coverage for: ALL Plan Type: HMO

⚠ The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.
 This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-892-2803 or at www.bcbsil.com/member/policy-forms. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 1-800-892-2803 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0	See the Common Medical Events chart below for your costs for services this plan covers.
Are there services covered before you meet your deductible?	No.	You will have to meet the deductible before the plan pays for any services.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$1,500 Individual/\$3,000 Family Prescription drug expense limit: \$5,650 Individual / \$11,300 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balanced-billed charges, and healthcare this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit
Will you pay less if you use a network provider?	Yes. See www.bcbsil.com or call 1-800-892-2803 for a list of participating providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a Referral to see a specialist?	Yes.	This plan will pay some or all of the costs to see a specialist for covered services but only if you have a Referral before you see the specialist.

Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association
 SBC IL HMO LG – 2017-2

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All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay Participating Provider (You will pay the least)	What You Will Pay Non-Participating Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay/visit	Not Covered	Services or supplies that are not ordered by your Primary Care Physician or Women's Principal Health Care Provider, except emergency and routine vision exams, are not covered.
	Specialist visit	\$15 copay/visit	Not Covered	Referral required.
	Preventive care/screening/immunization	No Charge	Not Covered	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	Not Covered	Referral required.
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	Referral required.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.express-scripts.com or 800-711-0917.	Generic drugs	10% / retail or mail order	Not Covered	Retail 30 day supply; up to \$1,500 individual / \$2,500 family
	Preferred brand drugs	15% / retail or mail order	Not Covered	Mail order 90 day supply up to \$1,500 individual / \$2,500 family
	Non-preferred brand drugs	20% / retail or mail order	Not Covered	RX Out-of-Pocket Expense Limit: \$5,650 Individual / \$11,300 Family
	<u>Specialty drugs</u>	15% / retail or mail order	Not Covered	Prior authorization may be required.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	Not Covered	Referral required.
	Physician/surgeon fees	No Charge	Not Covered	Referral required.

* For more information about limitations and exceptions, see the plan or policy document at www.bcbst.com/member/policy-forms.

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Common Medical Event	Services You May Need	Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you need immediate medical attention	Emergency room care	\$75 copay/visit	\$75 copay/visit	Copay waived if admitted.
	Emergency medical transportation	No Charge	No Charge	Ground transportation only.
	Urgent care	\$15 copay/visit	Not Covered	Must be affiliated with member's chosen medical group or <u>referral</u> required.
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$15 copay/visit	Not Covered	Unlimited visits. <u>Referral</u> required.
	Inpatient services	No Charge	Not Covered	Unlimited days. <u>Referral</u> required.
If you are pregnant	Office visits	\$15 copay/visit	Not Covered	<u>Copay</u> applies for the 1st prenatal visit only. <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	No Charge	Not Covered	
	Childbirth/delivery facility services	No Charge	Not Covered	<u>Referral</u> required.

* For more information about limitations and exceptions, see the plan or policy document at www.bcbst.com/member/policy-forms.

3 of 6

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	No Charge	Not Covered	Referral required.
	Rehabilitation services	No Charge	Not Covered	60 visits combined for all therapies.
	Habilitation services	No Charge	Not Covered	Referral required.
	Skilled nursing care	No Charge	Not Covered	Excludes custodial care. <u>Referral</u> required.
	Durable medical equipment	No Charge	Not Covered	Referral required. Benefits are limited to items used to serve a medical purpose. <u>DME</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
	Hospice services	No Charge	Not Covered	<u>Referral</u> required.
If your child needs dental or eye care	Children's eye exam	No Charge	Not Covered	Limited to one exam every 12 months at <u>participating providers</u> .
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Cosmetic surgery
- Custodial care
- Dental care (Adult and Children)
- Hearing aids
- Long term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine foot care (with the exception of person with diagnosis of diabetes)

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Acupuncture
- Bariatric surgery
- Chiropractic care
- Infertility treatment
- Most coverage provided outside the United States. See www.bcbst.com
- Routine eye care (Adult and Children)
- Weight loss programs (except when non-medically supervised)

* For more information about limitations and exceptions, see the plan or policy document at www.bcbst.com/member/policy-forms.

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 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a **summary**. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-458-6024 or at www.bcbsl.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 1-800-458-6024 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$425 Individual/\$850 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of deductible expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Certain <u>preventive care</u> , services that charge a <u>copay</u> , <u>prescription drugs</u> and emergency room services are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	\$1,825 Individual/\$3,650 Family Prescription drug expense limit: \$1,500 Individual/ \$2,500 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket</u> limits until the overall family <u>out-of-pocket</u> limit has been met.
What is not included in the out-of-pocket limit?	Premiums, <u>balanced-billed charges</u> , and healthcare this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket</u> limit.
Will you pay less if you use a network provider?	Yes. See www.bcbsl.com or call 1-800-458-6024 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the provider's charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay/visit; <u>deductible</u> does not apply	30% coinsurance	None
	Specialist visit	\$15 copay/visit; <u>deductible</u> does not apply	30% coinsurance	None
	Preventive care/screening/immunization	No Charge; <u>deductible</u> does not apply	30% coinsurance	You may have to pay for services that aren't preventive . Ask your provider if the services needed are preventive . Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	10% coinsurance	30% coinsurance	None
	Imaging (CT/PET scans, MRIs)	10% coinsurance	30% coinsurance	None
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.express-scripts.com or 800-711-0917.	Generic drugs	10% coinsurance / retail or mail order	Not Covered	
	Preferred brand drugs	25% coinsurance / retail or mail order	Not Covered	Up to 30 day retail / 90 day mail
	Non-preferred brand drugs	30% coinsurance / retail or mail order	Not Covered	RX Out-of-Pocket Expense Limit: \$1,500 Individual/ \$2,500 Family
	Specialty drugs	25% coinsurance / retail or mail order	Not Covered	Prior authorization may be required.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	30% coinsurance	None
	Physician/surgeon fees	10% coinsurance	30% coinsurance	None

* For more information about limitations and exceptions, see the plan or policy document at www.bcbst.com.

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	Emergency room care	\$75 copay/visit; deductible does not apply	\$75 copay/visit; deductible does not apply	Copayment waived if patient admitted.
	Emergency medical transportation	10% coinsurance	10% coinsurance	None
	Urgent care	10% coinsurance	30% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	Preauthorization applies.
	Physician/surgeon fees	10% coinsurance	30% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$15 copay/visit; deductible does not apply	30% coinsurance	PCP copay applies to psychotherapy visit only.
	Inpatient services	10% coinsurance	30% coinsurance	None
If you are pregnant	Office visits	\$15 copay/visit; deductible does not apply	30% coinsurance	Copayment applies to first prenatal visit. Cost sharing does not apply for preventive services. Depending on the type of services, a copayment, coinsurance, or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	10% coinsurance	30% coinsurance	Preauthorization applies.
	Childbirth/delivery facility services	10% coinsurance	30% coinsurance	Preauthorization applies.
If you need help recovering or have other special health needs	Home health care	10% coinsurance	30% coinsurance	None
	Rehabilitation services	10% coinsurance	30% coinsurance	50 visits maximum per benefit period for Occupational Therapy. 50 visits maximum per benefit period for Speech Therapy. 50 visits maximum per benefit period for Physical Therapy.
	Habilitation services	10% coinsurance	30% coinsurance	Preauthorization applies.
	Skilled nursing care	10% coinsurance	30% coinsurance	Benefits are limited to items used to serve a medical purpose. DME benefits are provided for both purchase and rental equipment (up to the purchase price).
	Durable medical equipment	10% coinsurance	30% coinsurance	Preauthorization applies.
	Hospice services	10% coinsurance	30% coinsurance	Preauthorization applies.

* For more information about limitations and exceptions, see the [plan](#) or policy document at www.bcbst.com.

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	None
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

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- Hearing aids
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- Routine eye care (Adult and Children)
- Routine foot care (with the exception of person with diagnosis of diabetes)
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

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- Chiropractic care
- Infertility treatment
- Most coverage provided outside the United States. See www.bcbsil.com
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing (with the exception of inpatient private duty nursing)

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

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