

RESOLUTION R-01-15

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF WHEATON AND
THE WHEATON FIRE FIGHTERS UNION, I.A.F.F. LOCAL 3706

WHEREAS, the Wheaton Fire Fighters Union, International Association of Firefighters Local 3706, is the collective bargaining representative for Wheaton's Fire Fighters, Fire Lieutenants, and Fire Captains; and

WHEREAS, the City of Wheaton and Wheaton International Association of Firefighters Local 3706, had a collective bargaining agreement which will expire April 30, 2015; and

WHEREAS, the City of Wheaton and the Wheaton Fire Fighters Union, 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 Fire Fighters Union, I.A.F.F. Local 3706 have recommended approval of a proposed labor contract to the union membership and the Wheaton City Council; and

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 Fire Fighters Union, I.A.F.F. Local 3706, said agreement dated May 1, 2015 through April 30, 2018.

ADOPTED this 5th day of January, 2015.


Mayor

Attest:


City Clerk

Ayes:

Roll Call Vote:

Councilman Prendiville
Councilman Rutledge
Councilman Saline
Mayor Gresk
Councilman Scalzo
Councilman Suess

Motion Carried Unanimously

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

May 1, 2015
April 30, 2018

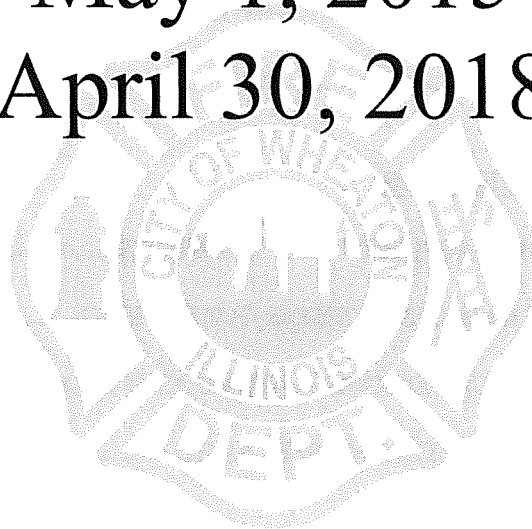


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ARTICLE 1
PREAMBLE

A. **Definition of Parties**

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

B. **Purpose**

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

ARTICLE 2
RECOGNITION

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

ARTICLE 3
NO DISCRIMINATION

A. **Application of Agreement**

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

B. **Reference to Gender**

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

C. **Union's Responsibility**

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

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

The Union Local shall be permitted to maintain a mailbox within the Fire Department for the purpose of receiving mail and/or correspondence inadvertently directed to the Union Local. The mailbox shall be located at station thirty eight (38). The Union Local shall be permitted 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, in whole, and supplied to each employee, by the Employer within fifteen (15) working days after ratification. The Union shall bear fifty percent (50%) of printing cost. In addition, the Employer shall supply each fire station with a copy to be kept at each station, and accessible to bargaining unit employees.

D. Union Meetings

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

ARTICLE 5
MANAGEMENT RIGHTS

Except as limited by the express provisions of this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in accordance with the authority granted to it under applicable law. Subject to such grant of authority, the rights assigned to the 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;
8. To establish, modify, combine or abolish job positions and classifications;
9. To contract out work, provided that such subcontracting does not result in layoffs of

- bargaining unit members, or reduced work assignments of current duties;
10. To add, delete or alter methods of operation, equipment or facilities;
 11. To determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine what operations are to be conducted;
 12. To impose reasonable physical fitness standards;
 13. To suspend, demote, discharge for just cause or take other disciplinary action against employees; and
 14. To add, delete or alter policies, procedures, rules and regulations.

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

ARTICLE 6

OUTSIDE EMPLOYMENT

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

A. An employee shall not perform outside work:

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

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

ARTICLE 7

NO SOLICITATION

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

1. None of its officers, agents or members will solicit any person or entity for contributions or donations on behalf of the Employer or its Fire Department;
2. The Union and its officers, agents and members will respect the wishes of citizens who request of them directly, or through the Employer (provided requests received by the

Employer are referred in writing to the Union's designated representative) not to be solicited;

3. The Employer's and its Fire Department's name, shield or insignia, communications system, supplies and materials will not be used for solicitation purposes; and
4. Solicitation by bargaining unit employees may not be done on work time or in work areas. Neither the Union nor its agents or representatives may use the words "City of Wheaton" or "Wheaton Fire Department" in its name.

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

ARTICLE 8

UNION BULLETIN BOARDS

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

ARTICLE 9

NO STRIKE AND NO LOCKOUT

A. No Lockout

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

B. No Strikes

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

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

ARTICLE 10

PAYROLL DEDUCTION OF UNION DUES / FAIR SHARE FEE

A. Dues Deduction

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

An employee desiring to revoke the dues check-off may do so by written notice to the

Employer at any time.

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

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

B. Membership and Fair Share

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

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

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

Accordingly, the Union agrees to the following:

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

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

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a nonreligious charitable

organization mutually agreed upon by the employee and the Union. If the affected employee and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected employee from an approved list of charitable organizations established by the Illinois Labor Relations Board and the payment shall be made to said organization.

C. Indemnification

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

ARTICLE 11
PRIVILEGE OF APPOINTMENT

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

ARTICLE 12
E.M.S.

- A. Employees certified (licensed) as Emergency Medical Technicians Paramedic (E.M.T.-P) shall be entitled to participate in on duty EMT-P in house continuing education classes in order to maintain their EMT-P certification (license).
- B. Employees' EMS records including records related to infection control and blood-borne pathogens shall be exclusively maintained under the custody and control of the Deputy Chief, or a mutually agreed upon union member designee. One Union member shall be designated and allowed access to Medical Training Records to assist in maintenance of EMS training certificates.
- C. Employees hired on or after December 1, 1991 who are currently IDPH (Illinois Department of Public Health) licensed at the minimum level of Emergency Medical Technician (EMT) Basic shall maintain said license throughout their employment with the City of Wheaton Fire Department. Furthermore, the employer acknowledges its responsibility to provide employee access to required hours (currently 120 hours in 4 year timeframe) of approved continuing education in order for the employee to maintain licensure as per IDPH requirements. Additionally, the employees acknowledge their joint responsibility with the employer to enter and monitor, within the electronic record keeping system, their individual continuing education training hours (i.e. hours earned outside of the "regular" training schedule such as specialty training, on-line continuing education, etc.) associated with re-licensure.
- D. The employer further agrees to provide the IDPH minimum required hours of on duty approved EMS/Fire Rescue training of the Fire Department's current EMS system. Any remaining hours for re-licensure will be made available through alternative means such as on-line or in a written form through coordination with their supervisor. Employees needing to complete hours will be allowed to complete the training while on-duty. Employees who complete re-licensure hours off duty will not be compensated.

- E. The City will pay for all re-licensure fees. In the case of an employee failing to re-licensure, the employer will work together with the union executive board and the affected employee to develop a plan of action for the employee so that he/she attains re-licensure.

ARTICLE 13 **PREVAILING RIGHTS**

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

1. Maintain S.O.P. regarding house duties, vehicle checks, meal and break period, etc. as described below in the Daily Routine and Work Schedule.
2. Maintain right to use fire department apparatus to shop for groceries, station supplies, uniforms, while on duty, within City of Wheaton municipal borders.
3. Maintain right to operate pop and candy machines in the fire stations.
4. Maintain right to plug in vehicle block heaters, etc. during extreme weather with the permission of the Shift Commander or Acting Shift Commander or Fire Chief's designee
5. Maintain right to use of telephones for personal use with the following provisions:
 - a. Employees shall be permitted to use Employer's telephones for personal reasons within reasonable limits as determined by the Fire Chief. This is a privilege and not a right and may be withdrawn by the Fire Chief if abuse occurs or causes interference with work duties.
 - b. Long distance calls may be made only with the approval of the Fire Chief (or his designee) at the employee's expense.
 - c. Employees are to observe the rules of telephone courtesy on answering or placing calls.
6. Except for the Employer's Employee Health Leave Bank, fringe benefits including the firefighters thirty (30) day sick bank provided by the City of Wheaton Personnel Manual, which are not otherwise provided under the terms of this Agreement shall be maintained.
7. Allow Union contract ratification meetings to be scheduled by the Union at Station 38.
8. The City shall provide and maintain the current Disability insurance for employees not vested in the Pension.

Daily Routine and Work Schedule

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

A (24) hour tour of duty shall begin promptly at 0700 hours. Personnel are expected to be on time for their assigned tour of duty, including any overtime shift accepted, dressed in proper work uniform by 0715 hours. Personnel are to remain on duty until 0700 hours the following morning

or until properly relieved by the oncoming shift person, by position, or unless authorized to leave by a Chief, Shift Commander or Acting Shift Commander or Fire Chief's designee or Shift Lieutenant in charge. When this is done by a Shift Lieutenant immediate notification shall be made to the Shift Commander, or Acting Shift Commander, or Fire Chief's designee.

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

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

0700 hours	Report for Duty
0715hrs	Personnel in uniform, turn-out gear on vehicles.
0730-0800 hrs	Shift briefing of the day's activities by Shift Officer
0800-0915 hrs	Engineer inspections of lead apparatus
	Weekly inspections of apparatus
	Complete assigned work schedule
	Duty Shift Officers interact with one another station or chief to discuss Special events, assignments or schedule company fire inspections.
0930-1200	Shift Training
(Tue/Wed/Thurs)	
1000-Noon	There may be fire inspections to complete.
(Mon/Fri/Sat)	
	Company training
	Training make-ups
Noon – 1300 hrs	Lunch
1300 – 1500 hrs	Fire inspections/public education assignments
	Pre-plan assignments
	Work in assigned areas of responsibility
	Special work assignments as assigned
1500 – 1730 hrs	Physical exercise (see physical exercise policy)

NOTE: Department personnel should respect their position of employment with the Wheaton Fire Department. Likewise, family and friends should also respect your professional position. Unnecessary phone calls (other than emergencies) or extended visits to the station (other than unscheduled visits by the public) during

the work day or extended visits to a station on a regular basis, thereby interrupting the work day, shall be prohibited.

All department personnel are encouraged to participate in Department sanctioned physical exercise while on duty during the allotted time frames. The following policies shall govern physical exercise participation while on duty:

1. Only Fire Department sanctioned work-out clothing may be worn during physical exercise. Additionally, if a fire response occurs, personnel shall wear bunker pants over their gym shorts.
2. Gym shorts, sweat clothes, running shoes or gym shoes shall not be worn at any time other than during physical exercise. Immediately following the completion of physical exercise, all personnel shall change back into the proper work uniform.
3. Personnel shall be permitted to leave the fire station to perform physical exercise (i.e., jogging) in compliance with Department policy.
4. When performing weight lifting exercise with free weights, the maximum amount of pounds permitted to be lifted by a person at one time is 200 lbs. For safety purposes, an attempt should be made to have a spotter when weight lifting.

ARTICLE 14

SENIORITY AND SENIORITY RIGHTS

A. Definition of Seniority

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

B. Seniority List

The Employer shall prepare, and post a list, by January 1 of each year, setting forth the present seniority dates for employees covered by this Agreement which shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement. Disputes as to seniority listing shall be resolved through the grievance procedure.

C. Accrual of Seniority

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

D. Probation Period

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

E. Termination of Seniority

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

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

ARTICLE 15

LAY-OFFS

A. Lay-offs

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

B. Recall

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

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

ARTICLE 16

LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held when mutually agreed to in advance between Union representatives and representatives of the Employer. Such meetings shall be quarterly, and at least seven days advance notice by either party, in writing, a request to the other for a "Labor-Management Conference" and expressly providing the agenda for such meeting. Either party may have up to three (3) representatives in attendance.

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

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

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

In addition, it is agreed that if the mutually agreed time occurs during the normal duty shift, the Employer shall permit employees to attend the meetings without loss of pay or benefits if the meeting is held at a mutually agreed on location and the employees are available for duty.

ARTICLE 17

RULES AND REGULATIONS COMMITTEE

A. Compliance and Review

1. The Union agrees that it and its members shall comply, in full, with all Fire Department rules and regulations, practices and procedures that are not in conflict with the provisions of this Agreement.
2. The Employer shall name three (3) representatives and the Union shall name three (3) representatives to sit as a committee to review the existing (and create new if needed) Fire Department rules and regulations. Such committee shall meet bi-annually or more often if needed, and may by majority agreement, make recommendations as to changes which shall be reviewed by the Fire Chief, who shall promptly issue a written report as to his agreement or specific reasons for his disagreement. In the event that the Fire Chief rejects a committee recommendation, the committee and the Fire Chief shall meet in an attempt to resolve their differences.

B. New Rules

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

ARTICLE 18

JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

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

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

The Union and the Employer shall each appoint two (2) members to the Joint Occupational Safety and Health Committee. This committee will meet quarterly, or as needed, and discuss safety and health conditions. If a majority of the Committee makes recommendations as to

changes, those recommendations shall be reviewed by the Fire Chief, who shall promptly issue a written report as to his agreement or specific reasons for his disagreement. In the event the Fire Chief rejects a committee recommendation, the committee and the Fire Chief shall meet in an attempt to resolve their differences.

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

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

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

ARTICLE 19

SAFETY, HEALTH AND WELFARE

A. **Corrective Eyewear Repair/Replacement**

The Employer agrees to repair/replace, as necessary, a firefighter's eyeglasses, watch, contact lenses, and prescription sunglasses if such are damaged or broken while being worn by the employee during the course of the employee's emergency duties. Incidents are required to be documented, in writing, to the employee's immediate supervisor. The Employer's obligation under this clause is limited to one hundred (\$100) dollars

B. **Inoculation and Immunization**

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

C. **Extreme Weather**

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

ARTICLE 20

JOB DUTIES

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

ARTICLE 21 **INSPECTIONS**

All building inspections related to fire prevention and enforcement of the Fire and Life Safety codes shall be performed by qualified bargaining unit employees.

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

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

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

ARTICLE 22 **PROMOTIONS**

A. General

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

B. Eligibility Requirements

All Promotions shall be made from employees who possess the following qualifications:

1. Lieutenant

The examination process for promotion to the rank of Lieutenant shall be competitive among employees in the rank of Firefighter who desire to submit themselves to such process and meet the following eligibility requirements:

- a. Minimum of seven (7) years in the Wheaton Fire Department, including probation.
- b. Certified Firefighter III
- c. Provisional Fire Officer I as of the date of the written examination.

C. Rating Factors and Weights

All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following components in the following order (Sec. 35 paragraph A of The Act) weighted as specified:

Component	Percentage Weighting Lieutenant
Seniority	7%
Fire Chief's Points	3%

Ascertained Merit	20%
Promotional Potential Rating	5%
BPFC Oral Interview	15%
Assessment Center	15%
Written Examination	35%

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

D. Test Components

1. Written Examinations As per Section 35 of the Act

2. Seniority Points

Seniority points shall be computed as of the date of the written examination. Points shall be awarded on the following basis: one-half a point (.5) for each year of service in a sworn position on the Wheaton Fire Department up to a maximum of twenty-five (25) years.

3. Ascertained Merit

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

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 (For Lt Only)	.5 points per class; maximum of 2.5 points
Attendance at any course work at National Fire Academy in Emmetsburg, 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

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 Rescue Specialist – Vertical II - .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 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 International	Open Water - .25 Advanced Open Water - .25 Rescue - .25 Search and Recovery - .25 Dry Suit - .25 Swift Water - .25 Ice - .25 Instructor Assistant - .25 Divemaster - .5 Instructor - .5

Special Note: Some Specialized Training certifications and class names have changed over the years. The Review Panel shall correlate 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.

- c. 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 for Lieutenant. and Fire Officer III certifications/classes.

Application for Ascertained Merit

- a. It shall be the officer candidate's responsibility to submit a written request for Ascertained Merit Credit. This request shall include all appropriate documentation such as college diploma, college transcripts, OSFM certificates, U of I FSI certificates of completion, etc. 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.

On an alternating basis, the Assessment Center shall include the use of the following assessment techniques:

Lieutenant Exam:

Group A

Tactics and Strategy
Oral Presentation
Leaderless Group Exercise

Group B

Tactics and Strategy
Employee Counseling
Writing Skills (Performance Improvement Plan)

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

Lieutenant's Testing

Each Sworn Lieutenant in the Fire Department shall have the right to participate in a Promotional Potential Rating process and must complete an evaluation for each candidate for promotion to Lieutenant. Such members shall award points based on the following job-related merit criteria uniformly applied to all candidates: emergency performance, leadership, teamwork and ethics and values using a points scale. A description of such criteria is attached in Appendix B. Each member participating in the Promotional Potential Rating process shall submit a signed rating sheet containing his/her assignment of points on the four (4) criteria to the Chairman of the "Ascertained Merit/Promotional Potential Rating Panel." The average of points awarded to each candidate shall be posted by the highest ranking Union officer

who is not a candidate for promotion at the same time that the Chief's points are posted.

4. Fire Chief's Points

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

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

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

G. Professional Leadership Assessment

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

H. Duration of Promotion List

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

I. Right of Review

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

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

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

ARTICLE 23
CLOTHING AND PERSONAL EQUIPMENT

A. Protective Gear

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

B. Station Uniform

1. Each employee shall, at the time of hire, be furnished with the following station uniforms, whereby the Employer shall bear the cost of the initial uniforms: Three (3) pairs of station uniform pants, three (3) station uniform short sleeve shirts, three (3) station uniform long sleeve shirts, three (3) station uniform T-shirts, two (2) badges with employees' shield number, two (2) name badges, one (1) quilt lined baseball coat, one (1)

winter jacket, two (2) baseball caps, one (1) station uniform belt, (2) polo shirts, and (1) pair of station shoes.

2. Each newly promoted Lieutenant shall, at the time of promotion, be furnished with the following station uniforms, whereby the Employer shall bear the cost of the initial uniforms: Three (3) station uniform white short sleeve shirts, three (3) station uniform white long sleeve shirts, three (3) station uniform white T-shirts, two (2) badges with employees' shield number, two (2) name badges, white class "A" cap with cap badge, (2) polo shirts.

C. Class "A" Uniform

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

D. Bedding

Each employee shall, at the time of hire, be furnished with the following bedding; the Employer shall bear the cost of the initial bedding: one (1) mattress pad to fit a twin bed, one (1) blanket, and one (1) pillow. Any necessary replacements shall be at the Employer's cost.

E. Uniform Allowance

1. Employees shall receive, annually, a uniform allowance of five-hundred dollars (\$500.00). This shall be credited to each employee May 1 of each year.
2. The uniform allowance shall enable each employee to replace worn, stained, or otherwise unsuitable parts of their uniform.
3. The uniform allowance shall also enable employees to apply one-hundred dollars (\$100.00) to the cost of running shoes.
4. All unused uniform allowance in an employee's account shall be rolled over from year to year so long as the sum total does not exceed two (2) full years.

ARTICLE 24
WAGES AND RATES OF PAY

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

A. Annual Salary Schedule

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

B. Straight-Time Hourly Rate

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

C. Overtime Rate

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

D. Call-Back Rate

1. The Employer shall pay employees that are called-back to duty, once relieved, a minimum of one (1) hour pay at the employee's overtime rate.
2. Employees that are required to remain longer than the one hour shall be paid in fifteen (15) minute increments until excused by the on-duty Officer (or Acting Officer).

E. Holiday Pay

1. Members of the bargaining unit shall receive a lump sum of four percent (4%) of their annual base salary including Longevity pay as holiday pay, computed and paid out as follows:
 - a) For employees with one (1) year of service or more at the time of the regular holiday pay out, the employee shall receive payment on or about Thanksgiving Day, for all authorized holidays falling during the course of the fiscal year.
2. For employees with less than one (1) year of service at the time of the regular holiday pay out, the employees shall receive payment on or about April 30th for those authorized holidays falling during the course of their employment. Once the employee has completed one year of service, that employee shall fall under the provisions set forth in Section E 1 of this Article.
3. Holiday pay will be paid each year in a separate paycheck from their normal paycheck.

F. Step Increases

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

ARTICLE 25
LONGEVITY PAY

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

ARTICLE 26
HOURS OF WORK AND OVERTIME

A. Regular Hours

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

B. Normal Work Day and Work Week

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

Shifts shall commence at 0700 and end at 0700 the following day.

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

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

An employee shall, in addition to regular compensation, be paid one-half ($\frac{1}{2}$) times his/her regular straight time hourly rate for all hours of actual work in excess of the maximum number of hours permitted for the work-cycle chosen by the Employer. The Employer reserves the right to utilize all or part of the 7k exemption for hours worked and overtime paid in accordance with the most current FLSA rulings and practices. However, where a specific term of this Agreement conflicts with the FLSA, the Agreement shall control.

E. Regular Overtime Hours

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

F. Kelly Day Trades

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

G. Scheduling

A maximum of two (2) Firefighters/Lieutenants per shift shall be permitted at any one time on Vacation Leave. Only one (1) Firefighter/Lieutenant per shift shall be permitted to be off on a Kelly day at a time. Initial scheduling of Kelly days for each shift shall be in order of seniority.

H. Orientation of New Employees

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

I. Light or Restricted Duty

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

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

The determination of whether a restricted duty assignment exists shall be made by the City Manager upon recommendation of the Chief. The Chief may demonstrate the need of such an assignment in writing to the Director of Human Resources, who will then consult with the City Manager.

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

J. Maximum Consecutive Hours

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

ARTICLE 27
OVERTIME DISTRIBUTION

The Fire Chief or his designee(s) shall have the right to require overtime work, and employees may not refuse overtime assignments. In non-emergency situations, the Fire Chief or his

designee(s) shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. The Employer shall maintain and update daily, a Departmental Overtime Assignment Record, which shall be posted electronically (with a backup, hard copy to be maintained by the on duty Shift Commander or Acting Shift Commander which is available for preview via computer access by all Bargaining Unit members. Additionally, a cross-reference log shall be kept. Said lists, shall indicate shift assignments, and hours accumulated in numerical order of hours offered.

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

- A. All overtime worked or refused, regardless of type of work shall be added and recorded daily to the overtime board and log.
- B. There shall be two (2) overtime lists; one (1) for Lieutenants and one (1) for Firefighters.
- C. The employee with the least amount of overtime hours shall rank first on the list in which they hold rank, followed in numerical order, to the employee with the greatest amount.
- D. Employees attending special training, schools, seminars, labor/management negotiations, or labor/management committee meetings approved by the Fire Chief (or his designee), shall be exempt from being offered overtime if the time frame is during the training school, seminar, labor/management negotiations or a labor/management committee meeting.
- E. Employees on vacation leave, compensatory leave of 12 hours or more, personal leave, shift trade / Kelly trade (in conjunction with a vacation leave day, Kelly day or compensatory leave), sick leave, worker's compensatory leave, shall be exempt from being offered overtime during the initial call. However, if all other eligible employees have turned down the overtime and prior to reverting to the mandatory shift holdover list, the Shift Commander or Acting Shift Commander may call the above mentioned exempt employees and offer them the overtime. In this case, if the employee chooses to work, they will be charged for those hours. If the employee chooses not to work, they will not be charged on the overtime board and log. Exempt Employees are not subject to the Mandatory Holdover list procedure, i.e. they shall not be held-over. An employee shall not work shift overtime for their own scheduled shift vacation day off.
- F. In the event that an employee has a scheduled exempt leave, the employee may choose to be eligible for the overtime during the time the employee is off, said employee may do so by filling out the Scheduled Exempt Leave Overtime Exemption Waiver (Appendix E). The employee must specify the exact dates they choose to be eligible for Overtime. This form must be filled out no later than the shift prior to the scheduled exempt leave and forwarded to all Shift Commander or Acting Shift Commander The employee will be subject to all rules involving Overtime Distribution.
- G. An employee that accepts an overtime slot, and is working that slot, is allowed to be relieved from that duty only if said employee is injured, sick, or takes emergency leave. In this instance the employee shall receive the overtime rate for the hours worked, and be charged hours worked.

- H. In the event of an immediate need for a duty replacement, the Shift Commander or Acting Shift Commander shall secure a replacement as soon as possible, and may arrange for a readily available off-duty employee to work the time until the replacement call is made. In the event that all sworn Shift Commander or Acting Shift Commander lieutenants and firefighters have been offered available overtime, the Shift Commander or Acting Shift Commander shall revert to the first employee on the list for overtime. The first eligible employee contacted shall be required to fill that overtime.
- I. If an employee who is on workers' compensation or sick leave for a period of fourteen (14) duty days, that employee's name shall be removed from the overtime list. When the employee returns to duty, their name shall be placed back on the overtime list in the same position as when they left (in reference to number of hours from the low man). When a new hire or newly promoted Lieutenant is initially placed on the overtime board they shall be placed at the bottom and assigned the highest accumulated number of hours.
- J. The Shift Commander or Acting Shift Commander, responsible for calling employees for prearranged overtime shall comply with the following procedures:
1. Available overtime for sworn Lieutenants shall first be offered to sworn Lieutenants, and then sworn Firefighters. Available overtime for sworn firefighters shall be first offered to sworn firefighters, and then sworn lieutenants.
 2. The process of securing coverage shall commence as early as 0600 hours the day prior.
 3. The employer shall make a reasonable attempt to contact the employee(s) at the employee designated telecommunications number(s) as outlined under #7 and #8 of Section J or via direct contact.
 4. Only the employee may accept, or refuse offered overtime.
 5. When there is more than one (1) slot of available overtime, the employee with the least amount of accumulated hours shall be offered all available overtime slots (Kelly, Vacation and Compensatory time). If the employee denies all slots, the employee shall be charged with the highest amount available.
 6. The Shift Commander or Acting Shift Commander shall allow Employees a 2 hour timeframe to respond back before the next block of five will be contacted. Awarding of Overtime will be followed per J 5.
 7. In order to be eligible for overtime notification, the employee will provide the employer with a minimum of two points of contact(s) for the offering of overtime requests. The employer will use the employee provided number(s) to make the reasonable attempt to contact the employee. The employee is responsible for providing current telecommunications number(s). Under temporary or emergency circumstances, the employee may provide a temporary or emergency number to the employer for use. If a circumstance arises where the employee provided telecommunication number(s) are unavailable due to telecommunication system failure, the employer will make a reasonable attempt via an alternative means of communication to contact the employee.

8. The use of a mass notification type system will be utilized for contacting employees for available scheduled overtime. Blocks of five (5) employees in descending order from the OT board will be contacted via this type of system. Employees will be granted a two (2) hour timeframe to respond back before the next block of five will be contacted. Awarding of Overtime will be followed per J 5. After overtime is awarded a notification shall be sent out to all members.
- K. The maximum an employee shall be charged is twenty-four (24) hours per duty day.
- L. In the event that all sworn, Lieutenants and Firefighters have been offered available overtime in accordance with Section J.1 of this Article, and the slot remains open, the Shift Commander or Acting Shift Commander shall revert to the mandatory shift holdover/list to fill the slot. Involuntary holdovers shall be rotated among all eligible employees on each shift. Exempt employees as outlined in sections Article 27-D & 27-E above shall not be eligible for the mandatory shift holdover procedure. If an employee is required to holdover (when a relief cannot be secured or when not properly relieved at the end of a shift), the employee shall be charged for the hours worked on this rotational list. No employee shall be required to work two (2) consecutive overtime shifts.
- M. In the event an employee is held over, they shall be permitted to substitute another bargaining unit member(s), who agrees to work all or a portion of the shift, in place of the held over employee. It will be the responsibility of the held over employee to arrange the substitution(s) and to contact Shift Commander or Acting Shift Commander with the name(s) of the employee(s) working. All employee(s) working will be paid for their time worked at their overtime rate. They will not be charged for the hours worked on the overtime board and log. Employees who are held-over, but who do not work any of the shifts because of substitution(s), shall not rotate on the mandatory holdover list.
- N. Overtime distribution shall continue as currently distributed subject to the following limitations:
 1. Employees shall not work in excess of a maximum of one hundred forty-four (144) consecutive hours (overtime, compensation time, trades, and/or regular shifts).
 2. A minimum of twenty-four (24) hours break after this limit is reached.
- O. For initial placement of new hires and newly promoted Lieutenants on the Hold Over List, they will be placed at the top of the list. In the event of shift changes, members will be placed on the list in chronological order by last hold over date.

ARTICLE 28
WORKING OUT OF CLASSIFICATION

Lieutenant:

- A. The Shift Commander or Acting Shift Commander shall seek eligible volunteers using the Working Out of Class log. If a Shift Commander or Acting Shift Commander is unable to obtain an eligible volunteer, the employee with the least amount of hours on the Working Out of Class log will be detailed.

- B. An employee who is detailed or accepts the responsibilities, and carries out the duties, of a position or rank above that which he normally holds shall receive "Working Out of Class Pay." Such pay shall be a sum equal to the difference between the employee's regular firefighter pay and the starting rate for the higher position or rank while so acting on his/her regular shift. If the employee is acting out of class on a shift other than their regular shift, they shall receive "Working Out of Class Pay" at a rate of time and a half (1 ½ X) for the next highest rank.
- C. Employees eligible to work out of class shall conform to the following service requirements: Firefighter III Certification, Fire Officer I Provisional and five (5) years continuous service after completion of Firefighter probation.
- D. "Working Out of Class Pay" does not apply when a firefighter is working in the Station directly under the guidance of a Lieutenant in a Structured Mentoring type program.
- E. Eligible Firefighters who are offered or detailed to act up as a Lieutenant shall have the hours recorded on a rotating list per Department Policy/Guidelines.

Shift Commander or Acting Shift Commander

- A. Shift Commander or Acting Shift Commander shall seek eligible volunteers using the Working Out of Class log. If a Shift Commander or Acting Shift Commander is unable to obtain an eligible volunteer, the employee with the least amount of hours on the Working Out of Class Log will be detailed.
- B. Overtime coverage for the Shift Commander shall be addressed in the following manner: Other than one, regular eight hour shift within a Monday through Friday timeframe per week based upon the Assistant Chief-Administration's 40 hour work schedule, any openings for Shift Commander will be filled by eligible Lieutenants, as outlined in paragraph C of this section, offered to work Out of Class.
- C. An employee who is detailed or accepts the responsibilities, and carries out the duties, of a position or rank above that which he normally holds shall receive "Working Out of Class Pay". Such pay shall be a sum equal to the difference between the employee's regular Lieutenant's pay and the starting rate for the Shift Commander while so acting on his/her regular shift.
- D. Employees eligible to work out of class shall conform to the following service requirement. Lieutenant for two (2) years continuous service and at least Provisional Fire Officer II.
- E. "Working Out of Class Pay" does not apply when a Lieutenant is working in the Station directly under the guidance of a Shift Commander in a Structured Mentoring type program.
- F. If no qualified Lieutenants are available to act up as Shift Commander, the open position will be filled according to the Mandatory Holdover practice for Assistant Fire Chiefs,

- G. Eligible Lieutenants who are offered or detailed to act up as an Acting Shift commander shall have the hours recorded on a rotating list per Department Policy/Guidelines.
- H. Mandatory Hold Over practice for Shift Commander: Mandatory hold over for Shift Commander shall be covered as per Department Policy. The Administration shall exhaust all options to avoid holding over Lieutenants and Firefighters as a result of a Shift Commander hold over.

ARTICLE 29

RETIREMENT PAY

Members of the bargaining unit who have 15 years plus one (1) day of service shall upon termination by resignation, retirement, or departure due to award of a disability pension be entitled to a one (1) time retirement payment equal to two (2) months' pay. Such retirement pay shall be based upon the average monthly salary earned during the current fiscal year. Payment shall be made in one lump sum not more than forty-five (45) days after separation.

ARTICLE 30

COMPENSATION AT RESIGNATION, DISMISSAL, OR RETIREMENT

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

ARTICLE 31

TUITION REIMBURSEMENT

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

1. Eligibility

- a. Employee must have completed either six (6) months of service or his/her introductory appointment period, whichever is longer.
- b. Employee must be in good standing in his/her present position as determined by the Department Heads and Director of Human Resources.
- c. Employee should seek to exhaust all other sources of assistance (Veteran's benefits, scholarships, and grants), with the exception of student loans. The City's share shall not exceed the difference between a tuition bill and the amount of coverage from all other sources.
- d. Requests should be submitted no earlier than sixty (60) days and no later than thirty (30) days prior to the first meeting of a course. The thirty (30) day notice may be waived with the Department Head's and the Director of Human Resource's approval.
- e. In addition to providing the Human Resources Department with a certified transcript, Firefighters must have successfully completed the necessary introductory period and be certified as a Firefighter II in order to be eligible for tuition reimbursement.

2. Completion of Forms

- a. Before signing up for any courses, an employee must complete a "Request to Participate in the Tuition Reimbursement Program" form and return it to their Department Head at

least thirty (30) days prior to the first meeting of the class. Employees should contact the institution to estimate the cost of tuition. In addition to the request, employees requesting course reimbursement should also provide sufficient course information to assist the approving authority in understanding the scope of the course. Request forms are located in departments or on the Human Resources web page.

- b. After a course has been completed, the employee must complete a "Request for Tuition Reimbursement" form. The following items must be returned with this form: approved "Request to Participate in the Tuition Reimbursement Program" form, tuition bill, grade report, class syllabus which contains the names of required textbooks, and a receipt for the cost of required textbooks. Requests for reimbursement should be forwarded to the HR department no later than ninety (90) days following the completion of the course. Requests received after ninety (90) days will be reimbursed at the City Manager's discretion. Forms are located in departments or on the Human Resources web page.

3. Institutions

- a. Employees may be required to furnish information about the accreditation of the particular educational institution.
- b. If the same or similar course is available at both a private and public institution, the public institution should be utilized

4. Eligible Courses

- a. The program is available for college level courses that are generally job-related.
- b. Employees may be reimbursed for the cost of tuition, laboratory fees and books for job-related courses, including those courses which are part of a job-related college degree program.
- c. Post-Graduate courses are not eligible unless specifically approved by the City Manager. Post-Graduate courses will be approved on a course-by-course basis.
- d. Courses are to be taken on employees' own time.
- e. The number of courses an employee may enroll in during a given semester or quarter shall be reviewed during the pre-approval process and shall in no way interfere with the employee's job duties and responsibilities. Employees may not work on course work during City time unless specifically authorized by the Department Head.

5. Eligible Expenses

Upon successful completion of a class, the following expenses will be reimbursed:

- a. For public schools, 100% of tuition and laboratory fees for a grade of "A," 90% of tuition and laboratory fees for a grade of "B," and 80% of tuition and laboratory fees for a grade of "C."
- b. For private schools, 100% of tuition and laboratory fees for a grade of "A," 90% of tuition and laboratory fees for a grade of "B," and 80% of tuition and laboratory fees for a grade of "C." Reimbursement shall not exceed the rates charged by Northern Illinois University (NIU). Should the tuition rate be higher than the NIU rate, the employee shall be responsible for such costs. The employee requesting reimbursement is responsible to provide the comparative NIU rates. Failure to provide this required information may cause the request to be disapproved. If NIU does not have a reasonably similar course, the Director of Human Resources will select another State of Illinois Educational Institution for comparison purposes.
- c. 100% of the cost of required textbooks only. The cost of supplies (i.e., notebooks, writing utensils, and other school related items) will not be reimbursed.

- d. In all cases, courses which provide only "passing" grades will be reimbursed at the grade of "C" level.

6. Obligation Period

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

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

ARTICLE 32
HOLIDAYS

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

New Year's Day
Presidents Day
Friday before Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day

ARTICLE 33
HEALTH INSURANCE PROGRAM

The City Agrees to continue to provide health insurance for employees and their dependents at the same levels as provided in fiscal year 2007 for FY 2012-13, FY 2013-14, and until June 30, 2015 as described in the booklet titled: IPBC-City of Wheaton ("Your Health Care Benefit Program") dated August 22, 2008, Appendix D except as otherwise provided in Section B of this agreement. Plan design changes beginning on July 1, 2015 are detailed in Section F and Appendix E.

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

PPO			
	July 1, 2015	July 1, 2016	July 1, 2017
Single	9% of City's Cost (Wellness discount applied)	10% of City's Cost (Wellness discount applied)	11% of City's Cost (Wellness discount applied)
	13% of City's Cost (No discount)	14% of City's Cost (No discount)	15% of City's Cost (No discount)

Single +1	9% of City's Cost (Wellness discount applied) 13% of City's Cost (No discount)	10% of City's Cost (Wellness discount applied) 14% of City's Cost (No discount)	11% of City's Cost (Wellness discount applied) 15% of City's Cost (No discount)
Family	9% of City's Cost (Wellness discount applied) 13% of City's Cost (No discount)	10% of City's Cost (Wellness discount applied) 14% of City's Cost (No discount)	11% of City's Cost (Wellness discount applied) 15% of City's Cost (No discount)

HMO

	July 1, 2015	July 1, 2016	July 1, 2017
Single	9% of City's Cost (Wellness discount applied) 13% of City's Cost (No discount)	10% of City's Cost (Wellness discount applied) 14% of City's Cost (No discount)	11% of City's Cost (Wellness discount applied) 15% of City's Cost (No discount)
Single +1	9% of City's Cost (Wellness discount applied) 13% of City's Cost (No discount)	10% of City's Cost (Wellness discount applied) 14% of City's Cost (No discount)	11% of City's Cost (Wellness discount applied) 15% of City's Cost (No discount)
Family	9% of City's Cost (Wellness discount applied) 13% of City's Cost (No discount)	10% of City's Cost (Wellness discount applied) 14% of City's Cost (No discount)	11% of City's Cost (Wellness discount applied) 15% of City's Cost (No discount)

B. Beginning with the employee contribution change on July 1, 2008 and for each employee contribution change during the life of this Agreement thereafter, the annual employee contribution shall not increase by more than 15% in any one year. The City's cost shall be based on the monthly amount charged to the City for Single, Single + 1, or Family Coverage by The City's provider. If actual Cost turns out to be different than the monthly charge, employees will not be required to make additional contributions and will not be entitled to any refunds. Employees have no right, title or interest in any reserves or assets of the health insurance plan. The amount will be paid through the pre-tax deductions available through the City Plan. The City reserves the right to change: the City's Wellness Program, insurance carriers, self-insurance or risk pools, PPO networks, and to apply changes that are initiated by the insurance provider that are applicable to its clients generally, so long as such changes result in substantially similar benefits and coverage as referred to in Paragraph A of Article 33.

C. Retirement Healthcare Funding Plan

The City agrees to cooperate with the Union in establishing and implementing a Retirement Healthcare Funding Plan (RHF) as provided for under this Agreement and Section 501(c)(9) of the Internal Revenue Code. Effective the first payroll period beginning on or after April__

____, 2015, the Employer shall contribute on behalf of each bargaining unit employee, as follows:

1. Employees with "0" zero years through the completion of "5" five years of service with the City shall contribute % TBD of their base pay through a bi-weekly deduction.
2. Employees at the beginning of their "6th" sixth year through the completion of "10" ten years of service with the City shall contribute % TBD of their base pay through a bi-weekly deduction.
3. Employees at the beginning of their "11th" eleventh year through the completion of "15" fifteen years of service with the City shall contribute % TBD of their base pay through a bi-weekly deduction.
4. Employees at the beginning of their "16th" sixteenth year of service with the City and continuing thereafter, employees shall contribute % TBD of their base pay through a bi-weekly deduction.
5. Employees at retirement will deposit into the RHF Post-Employment Account the following funds earned at the final payout: One-half of accrued unused sick leave as per Article 41 section (a) of the current CBA.
6. Prior to March 1st of each fiscal year, the Union may present any changes or revisions to the City for the RHF plan which be effective on May 1st of the new fiscal year. Any costs associated with these changes to the plan will be paid by the Union.

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

In the event that there is a ruling or change in the law adverse to such treatment, the Union shall have the right to reopen this Section and the parties shall meet to negotiate an alternate provision. It shall be the objective of such negotiations to agree on an alternate provision that preserves the pension ability of the full salary amount and the treatment of contributions as a tax exempt savings account to fund Post Employment medical expenses as qualified under Section 501(c)(9) of the Internal Revenue Code using any available alternative procedures or programs.

In the event no agreement is reached within 60 days from the ruling or the change in the law, either party may submit the dispute to Interest Arbitration as provided for in Section 14 of the IPLRA except that mediation shall be waived and the Arbitrator shall be selected using the procedures provided for in Article 36, Step 4 of this Agreement.

D. The City shall make available to employees a voluntary comprehensive medical physical

similar to physicals given to new hire Firefighters. The City agrees that reports of Firefighter physicals shall respect Firefighter privacy rights and limit information of results to: "Fit For Duty," "Not Fit For Duty." If not fit for duty the employer is entitled to additional medical information necessary to determine the availability of employee for work assignments.

When employee is restricted from duty a result of medical determination made by City medical provider, the responsibility for lost time shall be the responsibility of City if employee's physician certifies it is a preexisting non-disabling condition. If it is a new condition, the procedure of Article 41, D (4) shall apply.

E. The Employer shall continue to make available the existing Section 125 Cafeteria Plan and the City's existing EAP plan.

F. New Health Plan Design Changes

Effective for the Health Plan year beginning July 1, 2015, the City may make changes to the health plan design provided that the health plan design shall be equivalent to the health plan design for non-union employees, except that the maximum employee cost shall not exceed the maximum amounts listed below in any given year.

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%

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%

*Co-pay is waived if person is admitted

G. Wellness Participation and Discounts

Effective July 1, 2015, health insurance premiums shall be allocated as shown in Section A above.

Employees hired after the date this agreement is signed will need to qualify for the Wellness Discount. The City may waive this requirement only for the initial period between the employee's hire date and the first July 1 of his career if the City determines, in its sole discretion, that establishing the requirements for the Wellness Discount would be unnecessarily duplicative.

Beginning July 1, 2015, in order to be eligible for application of a Wellness Discount, employees (and spouses who are in the City's health plan) must participate in the annual Wellness Program as designated by the Human Resources Department. To achieve the discount, all participants (and their spouses who participate in the City health plan) must meet either the primary or the alternative requirements of the wellness program. It is the City's responsibility to determine the requirements for the Wellness Discount.

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

ARTICLE 34 **LIFE INSURANCE**

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

ARTICLE 35 **DISCIPLINE AND DISCHARGE**

A. **Discipline**

Where appropriate, discipline shall be progressive. Normally, employees will be disciplined to improve behavior, and not merely punish. The following are illustrative types of discipline which the Employer may impose:

1. oral reprimand;
2. written reprimand;
3. suspension without pay;
4. dismissal.

B. **Disciplinary Action**

Any disciplinary action or measure other than an oral reprimand imposed upon an employee may be appealed through the grievance procedure. The employee may file a written reply to any oral reprimand. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

C. **Notice to Union**

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

D. **Reinstatement**

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

E. Disciplinary Investigations

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

F. Notification to Employee

Prior to imposing a suspension or discharging an employee, the Employer shall provide the employee with written reasons for the contemplated discipline and shall afford the employee the opportunity to rebut the reasons for the contemplated discipline.

G. Reservation of Rights

Nothing herein is designed to abrogate employees' rights under the Fire Fighters Disciplinary Act.

ARTICLE 36
GRIEVANCE PROCEDURE

A. Definition

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

B. Procedure

The parties acknowledge that it is usually most desirable for an employee and his/ her immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1.

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

STEP 2.

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

STEP 3.

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

STEP 4 - Arbitration

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

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

Miscellaneous

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.

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

H. Discipline

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

ARTICLE 38

COMPENSATORY/PERSONAL TIME

All employees covered by the terms of this Agreement shall have, as their option, the right to choose compensatory time off, at the appropriate overtime rate, in lieu of payment. Compensatory time off may be accumulated to seventy-three (73) hours.

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

1. All requests for Compensatory Time and Personal Time shall be submitted via electronic notification to the Chief, Shift Commander or Acting Shift Commander (working the day the request is submitted).

2. All requests for Compensatory Time and Personal Time shall be submitted at least twelve (12) hours prior to the start of the shift of the time off being requested.
3. In the event of a special circumstance, requests submitted with less than twelve (12) hours notification shall be considered and mutually agreed upon by the employee and the Fire Chief, Shift Commander or Acting Shift Commander.
4. Any Compensatory Time and Personal Time off request of less than twelve (12) hours is not guaranteed to be granted unless noted in number 3 of this article.
5. Requests will not be considered unless the Compensatory Time has been earned prior to the request being made.
6. The first properly submitted (as outlined by this Article) Compensatory Time Off or Personal Time request comprised of a block of time twelve (12) or more hours shall be covered. The employer will make reasonable efforts to cover any additional Compensatory Time Off and Personal Time requests, submitted after the first properly submitted request, at a time which is mutually agreed upon by the employee and the Fire Chief or his designee.
7. In the event that there are time slots not committed to Kelly or Vacation leave for a certain date Compensatory Time Off and Personal Time requested for twelve (12) hours or more as per Section 1 of this article, not to exceed three (3) slots, will be granted.

ARTICLE 39 **SHIFT TRADES**

A. Limitations

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

B. Recording of Shift Exchanges

It is the employee's responsibility to record trade time in the duty logs at the appropriate stations.

C. Availability for Overtime

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

D. Responsible Party Due to Illness, Etc.

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

E. Responsibility of Pay-Back

Duty trades shall be the responsibility of the employees involved.

ARTICLE 40
VACATION LEAVE

A. Accrual

1. No employee may use any vacation time until he/she has completed six (6) full months of consecutive full-time employment.
2. During the first four (4) calendar years of service, employees are eligible for five (5) work days of vacation per year.
3. Beginning with the fifth (5th) year of service, employees are eligible for seven and one half (7.5) work days of vacation per year.
4. After the fifth (5th) year of employment, employees accrue an additional one-half (1/2) day of vacation for each additional year of service, but not to exceed five more days (maximum of twelve and one half (12.5) vacation days earned per year).
5. For the purposes of determining vacation eligibility, the employee's date of employment, not the calendar year, controls.
6. All vacation days shall be taken by the end of the calendar year in which they are to be scheduled or they will be lost. However, any remaining vacation hours less than twelve (12) hours can be carried over to the following calendar year. Employees who are unable to take their scheduled vacation leave due to incapacity because of injury or illness shall be entitled to reschedule their vacation leave to unused slots, or carry unused vacation over to the next calendar year.

B. Bidding

1. Two (2) employees shall be allowed to schedule vacation leave per shift.
- 2.a Employees shall schedule between October 15th and December 15th a minimum of one half (1/2) accrued vacation to be earned for the subsequent year. Vacation preference will be determined by seniority. Employees shall pick their vacation allotments by shift in consecutive days (blocks) and in increments of no less than twenty-four (24) hours. Each block can be twenty-four (24) hours, or up to his/her maximum allotment if it is consecutive. Consecutive blocks shall not include Shift Trade days, but may include Kelly Days and/or Kelly Trade Days. First pick can consist of two (2) blocks. Each employee shall pick each round within 7 calendar days, and, if not completed within this timeframe, the employee forfeits their pick.

All picks there after shall be one (1) block of consecutive twenty-four (24) hour days. After an employee has chosen his/her vacation leave pick, the calendar shall rotate to the next senior employee. If employees do not pick their full allotment, additional one block rounds shall be held as necessary. For the purposes of scheduling, in accordance with the employees anniversary date/accrual rate, vacation to be accrued by the employee will be advanced on January 1st of every subsequent calendar year. In the event that an employee terminates his/her employment for any reason after he/she has taken vacation that was not fully earned, the Employer shall deduct any vacation benefits that were used but unearned, from final compensation due the employee.

- 2.b After January 1st, employees may schedule vacation day(s) to be accrued on a first come

first serve basis in twenty four (24) hour blocks subject to the requirements of item #B-4 of this Article. Employees shall complete selection of vacation day(s) by June 15th.

2.c All Vacation requests shall be submitted via current electronic time attendance system to the Shift Commander or Acting Shift Commander.

3. Three calendars shall be circulated, one per shift, starting with the senior most employee then in order to the least senior employee of that shift. The employee shall be allowed a reasonable amount of time to select his/her one vacation pick before it is offered to the next employee.

4. Three-fourths (3/4) of the vacation time to be accrued (rounded up to a full day if one-half (1/2) or more) must be scheduled in a minimum of twenty-four (24) hour blocks of time.

5. The remaining vacation time shall be scheduled in no less than twelve (12) hour blocks of time.

6. There shall be no cancellation of vacation leave. Rescheduling of a vacation day will be permitted, as long as the rescheduled time is not less than twelve (12) hours, the time is available, at least $\frac{3}{4}$ of the vacation time is taken in twenty-four (24) hour increments and the request is made at least seventy-two (72) hours before the initial scheduled vacation leave.

7. After January 1st, compensation time may be combined w/ a remaining small block of vacation time (less than 12 hours) to total a block of (12) hours, or larger (Subject to requirements of B-1 of this Article).

C. Shift Change Contingency

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

ARTICLE 41
SICK AND INJURY LEAVE

A. Accrual

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

B. Thirty Day Bank

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

C. Use

1. Sick leave shall not be considered a privilege which an employee may use at the employee's discretion, but shall be allowed only in case of actual sickness or disability of the employee. Sick leave may also be granted to meet medical or dental appointments which cannot reasonably be scheduled during non-working hours, and in the event of an illness or injury of an immediate family member which requires the presence of the employee.
2. The Fire Chief (or his/her designee) may send an employee home on sick leave if, in the opinion of the Fire Chief (or his/her designee), the employee appears ill and threatens the health of other employees.
3. Sick leave may be advanced to employees by the Fire Chief (or his/her designee) if in the Fire Chief's (or his/her designee's) opinion such advancement is justified. The Fire Chief shall provide the Director of Human Resources with a memorandum describing in reasonable detail the rationale for approval.

D. Sick Leave Requests

1. Immediately upon return to work, employees submit a Request for Sick Leave form to their immediate supervisor, who shall forward the request to the Fire Chief (or his/her designee) for approval.
2. A certificate will be required for a single day absence only when there is a pattern of sick leave usage which indicates abuse, or whether there is other evidence indicating abuse.
3. As mutual protection for the Employer and the employee, the Fire Chief (or his/her designee) may require an employee to submit to a complete physical examination by a physician designated by the Employer prior to an employee's return to work. The cost of such physical examination is the responsibility of the employee, but may be paid for by the Employer upon the approval of the responsible City official.
4. The Fire Chief (or his/her designee) may require an employee who is off on sick leave to submit a physician's certificate which indicates the specific nature of the illness or injury and prognosis as to the earliest date when the employee will be able to return to work. The Fire Chief (or his/her designee) may require an employee to have the physician's certificate updated. Any cost(s) associated with providing a physician's certificate are the responsibility of the employee.

E. Sick Leave Buy Back

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

shall receive his/her buy back check with his/her paycheck on or around December 10.

ARTICLE 42
FUNERAL LEAVE

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

ARTICLE 43
COURT LEAVE / JURY DUTY

A. Court Leave

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

B. Jury Duty

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

ARTICLE 44
MILITARY LEAVE

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

ARTICLE 45
ENTIRE AGREEMENT

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

effective unless reduced to writing and executed or signed by the representatives of the parties.

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

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

ARTICLE 46
SAVINGS CLAUSE

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

ARTICLE 47
DURATION AND RENEGOTIATIONS

- A. This Agreement and each of its provisions shall be effective as of May 1, 2015 and shall continue in full force and effect until April 30, 2018 and thereafter unless either party shall notify the other in writing 120 days (or by January 1st) prior to the anniversary date of this contract, that it desires to modify and/or amend this Agreement. Negotiations shall commence no later than thirty (30) days after service of such notice.
- B. Any retroactive pay shall be on a separate check from normal salary.

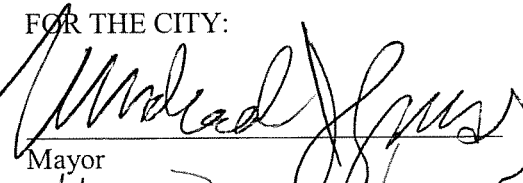
RETURNING TO ARBITRATOR FLETCHER

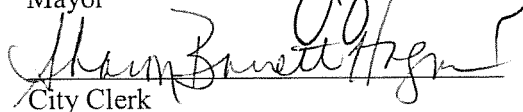
With regards to Case No. S-MA-12-278, the parties agree to maintain the status quo for health insurance until June 30, 2015 at which time the successor CBA will take effect. The parties also agree not to return to Arbitrator Fletcher with this issue for the CBA dated May 1, 2012 to April 30, 2015.

IN WITNESS WHEREOF, the parties hereto have affixed their signature, this the 6th
day of January, 2015.

FOR THE UNION:

FOR THE CITY:



Mayor


City Clerk

APPENDIX A
SALARY SCHEDULE

Firefighter

	5/1/2014	5/1/2015	5/1/2016	5/1/2017
Start	\$61,035	\$62,408	\$63,812	\$65,248
Step 1	\$66,978	\$68,485	\$70,026	\$71,602
Step 2	\$70,994	\$72,591	\$74,225	\$75,895
Step 3	\$75,256	\$76,949	\$78,681	\$80,451
Step 4	\$79,771	\$81,566	\$83,401	\$85,278
Step 5	\$84,558	\$86,461	\$88,406	\$90,395
Step 6	\$87,940	\$89,919	\$91,942	\$94,011

Lieutenant

	5/1/2014	5/1/2015	5/1/2016	5/1/2017
Step 1	\$96,184	\$98,348	\$100,561	\$102,824
Step 2	\$97,146	\$99,332	\$101,567	\$105,387
Step 3	\$98,582	\$100,800	\$103,068	\$105,387
Step 4	\$99,780	\$102,025	\$104,321	\$106,668
Step 5	\$103,769	\$106,104	\$108,491	\$110,932

APPENDIX B
PROMOTIONAL POTENTIAL RATING

City of Wheaton Fire Lieutenant Selection Process
Knowledge and Experience
Rating Sheet

PERFORMANCE UNDER STRESS OF EMERGENCY

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 Emergency Performance.

<u>Criteria</u>	<u>Scores</u>
1. Remains Calm	_____
2. Thinks clearly	_____
3. Assesses Situations	_____
4. Controls Situations	_____
5. Gives proper consideration safely	_____
6. Takes appropriate action	_____
7. Able to adapt	_____
8. Fellow workers have confidence in candidates abilities	_____

Total of Above Scores: _____ Divided by 8 = _____

Enter the adjusted score on the Summary Sheet under "Emergency Performance."

City of Wheaton Fire Lieutenant Selection Process

Knowledge and Experience Rating Sheet

LEADERSHIP

Quality of Department Leadership

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 Quality of Department Leadership.

<u>Criteria</u>	<u>Score</u>
1. Leads others by example.	_____
2. Is effective in motivating others to do unpleasant tasks or assignments	_____
3. Is a natural leader	_____
4. Can make unpopular decisions when necessary	_____
5. When appropriate, allows group to devise solutions to problems rather than insisting on doing it "my way."	_____
6. Sensitive to the needs of others	_____
7. Will stand up for his/her convictions	_____
8. Is a creative problem solver	_____
9. Can align teams' strengths and weaknesses	_____
10. Has excellent time management skills	_____
11. Does not allow personal emotion to cloud judgment.	_____

Total of Above Scores: _____ Divided by 11 = _____

Enter the adjusted score on the Summary Sheet under "Leadership."

City of Wheaton Fire Lieutenant Selection Process

Knowledge and Experience Rating Sheet

ETHICS AND VALUES

Quality of Department Ethics and Values

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 Ethics and Values.

<u>Criteria</u>	<u>Scores</u>
1. Is dependable	_____
2. Has strong core values	_____
3. Is honest	_____
4. Is trustworthy and has a high level of integrity	_____
5. Respects others	_____
6. Displays self-esteem	_____
7. Is optimistic	_____
8. Quality of character	_____

Total of Above Scores: _____ Divided by 8 = _____

Enter the adjusted score on the Summary Sheet under "Ethics and Values."

City of Wheaton Fire Lieutenant Selection Process

Knowledge and Experience Rating Sheet

TEAMWORK

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. Contribution to the group	_____
2. Supportive of group's goal, even when you personally disagree	_____
3. Supportive of other team members	_____
4. Able to adapt to many points of view	_____
5. Able to motivate without manipulating	_____
6. Able to give encouragement	_____
7. Shows initiative	_____
8. Shows compassion	_____

Total of Above Scores: _____ Divided by 8 = _____

Enter the adjusted score on the Summary Sheet under "Teamwork."

City of Wheaton Fire Lieutenant Selection Process

Promotional Potential Rating

SUMMARY SHEET

Candidate's Name: _____

<u>QUALIFICATION DIMENSION</u>	<u>DIMENSION SCORE</u> (Average of Scores for each Sheet)	<u>WEIGHTING FACTOR</u>	<u>WEIGHTED DIM. SCORE</u>
Emergency Performance	_____ X	.5	= _____
Leadership	_____ X	.5	= _____
Ethics and Values	_____ X	.5	= _____
Teamwork	_____ X	.5	= _____

Total of Weighted Dimension Scores = Total Promotional Potential Rating Points

Promotional Potential Rating Points Awarded _____

Evaluators Printed Name

Evaluators Signature

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

ASO-1

Effective Date: January 1, 2006

IPBC - City of Wheaton

Shaded	Unshaded	Unshaded
Unshaded	Unshaded	Shaded
Unshaded	Unshaded	Unshaded

Your Health Care Benefit Program

P14629

8/22/2008

Ameliasburg

197-198

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BENEFIT HIGHLIGHTS

Your health care benefits are highlighted below. However, to fully understand your benefits, it is very important that you read this entire benefit booklet.

**THE MEDICAL SERVICES
ADVISORY PROGRAM**

A special program designed to assist you in determining the course of treatment that will maximize your benefits under this benefit booklet

MSA®

Registered Mark of
Health Care Service Corporation
a Mutual Legal Reserve Company

Lifetime Maximum for all Benefits	\$2,000,000
Individual Deductible	\$250 per benefit period
Family Deductible	\$500 per benefit period
Individual Out-of-Pocket Expense Limit (does not apply to all services)	\$1,250 per benefit period
— Non-Administrator Provider	No limit
Family Out-of-Pocket Expense Limit	\$2,500 per benefit period
— Non-Administrator Provider	No limit
Private Duty Nursing Service Benefit Maximum	\$3,000 per month
Well Child Care (birth to age 3) Benefit Maximum	Unlimited
Wellness Care (age 3 & over) Benefit Maximum	\$500 per benefit period
Muscle Manipulations Benefit Maximum	30 visits per benefit period
Physical Therapy Services Benefit Maximum	30 visits per benefit period
Occupational Therapy Benefit Maximum	30 visits per benefit period
Speech Therapy Benefit Maximum	30 visits per benefit period
Outpatient treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment benefit period maximum	20 visits

ASO-1

5

Inpatient Substance Abuse Rehabilitation Treatment and Inpatient Mental Illness treatment benefit period maximum	30 days
Payment Level for Accident Care	100% of the Eligible Charge or Maximum Allowance up to \$300 per accident, thereafter benefits will be paid at 90% of the Eligible Charge or Maximum Allowance after the program deductible
HOSPITAL BENEFITS	
Payment level for Covered Services from a Participating Provider:	
— Inpatient Covered Services	90% of the Eligible Charge
— Inpatient Substance Abuse Rehabilitation Treatment and Inpatient Mental Illness	90% of the Eligible Charge
— Outpatient Covered Services	90% of the Eligible Charge
— Outpatient Surgery	90% of the Eligible Charge
— Outpatient Diagnostic Services	90% of the Eligible Charge
— Outpatient treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment	60% of the Eligible Charge
Payment level for Covered Services from a Non-Participating Provider:	
— Inpatient Covered Services	70% of the Eligible Charge
— Inpatient Substance Abuse Rehabilitation Treatment and Mental Illness	70% of the Eligible Charge
— Outpatient Covered Services	70% of the Eligible Charge
— Outpatient Surgery	70% of the Eligible Charge
ASO-1	6

— Outpatient Diagnostic Services	70% of the Eligible Charge
— Outpatient treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment	50% of the Eligible Charge
Payment level for Covered Services from a Non-Administrator Provider	50% of the Eligible Charge
Hospital Emergency Care	
— Payment level for Emergency Medical Care from either a Participating, Non-Participating or Non-Administrator Provider	90% of the Eligible Charge
PHYSICIAN BENEFITS	
Payment level for Surgical/ Medical Covered Services	
— Participating Provider	90% of the Maximum Allowance
— Non-Participating Provider	70% of the Maximum Allowance
Payment level for Emergency Medical Care when rendered by a Physician	90% of the Maximum Allowance
Payment level for Outpatient Diagnostic Service	
— Participating Provider	90% of the Maximum Allowance
— Non-Participating Provider	70% of the Maximum Allowance
Payment level for Outpatient Surgery	
— Participating Provider	90% of the Maximum Allowance
— Non-Participating Provider	70% of the Maximum Allowance
Payment level for Outpatient treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment	
— Participating Provider	60% of the Maximum Allowance
— Non-Participating Provider	50% of the Maximum Allowance
Additional Surgical Opinion	100% of the Claim Charge
ASO-1	7

OTHER COVERED SERVICES

Payment level

90% of the Eligible Charge or Maximum Allowance

PRESCRIPTION DRUG PROGRAM BENEFITS

Payment Level

90% of the Eligible Charge per prescription

— Formulary brand name drugs and diabetic supplies

80% of the Eligible Charge per prescription

— non-Formulary brand name drugs

70% of the Eligible Charge per prescription

Individual Out-of-Pocket Limit

\$1,500 per benefit period

Family Out-of-Pocket Limit

\$2,500 per benefit period

Home Delivery Prescription Drug Program

Payment Level

90% of the Eligible Charge per prescription

— generic drugs

— Formulary brand name drugs and diabetic supplies

80% of the Eligible Charge per prescription

— non-Formulary brand name drugs

70% of the Eligible Charge per prescription

Individual Out-of-Pocket Limit

\$1,500 per benefit period

Family Out-of-Pocket Limit

\$2,500 per benefit period

TO IDENTIFY NON-ADMINISTRATOR AND ADMINISTRATOR HOSPITALS OR FACILITIES, YOU SHOULD CONTACT THE CLAIM ADMINISTRATOR BY CALLING THE CUSTOMER SERVICE TOLL-FREE TELEPHONE NUMBER ON YOUR IDENTIFICATION CARD.

DEFINITIONS SECTION

Throughout this benefit booklet, many words are used which have a specific meaning when applied to your health care coverage. These terms will always begin with a capital letter. When you come across these terms while reading this benefit booklet, please refer to these definitions because they will help you understand some of the limitations or special conditions that may apply to your benefits. If a term within a definition begins with a capital letter, that means that the term is also defined in these definitions. All definitions have been arranged in ALPHABETICAL ORDER.

ADMINISTRATOR HOSPITAL.....SEE DEFINITION OF HOSPITAL.

ADMINISTRATOR PROGRAM.....means programs for which a Hospital has a written agreement with the Claim Administrator for a Blue Cross and Blue Shield Plan or Blue Cross Plan of another state to provide service to you at the time services are rendered to you. These programs are limited to a Partial Hospitalization Treatment Program or Coordinated Home Care Program.

ADMINISTRATOR PROVIDER.....SEE DEFINITION OF PROVIDER.

AMBULANCE TRANSPORTATION.....means local transportation in a specially equipped certified vehicle from your home, scene of accident or medical emergency to a Hospital, between Hospital and Hospital, between Hospital and Skilled Nursing Facility or from a Skilled Nursing Facility or Hospital to your home. If there are no facilities in the local area equipped to provide the care needed, Ambulance Transportation then means the transportation to the closest facility that can provide the necessary service.

AMBULATORY SURGICAL FACILITY.....means a facility (other than a Hospital) whose primary function is the provision of surgical procedures on an ambulatory basis and which is duly licensed by the appropriate state and local authority to provide such services.

An "Administrator Ambulatory Surgical Facility" means an Ambulatory Surgical Facility which has a written agreement with the Claim Administrator or a Blue Cross and Blue Shield Plan or Blue Cross Plan of another state to provide services to you at the time services are rendered to you.

A "Non-Administrator Ambulatory Surgical Facility" means an Ambulatory Surgical Facility which does not meet the definition of an Administrator Ambulatory Surgical Facility.

ANESTHESIA SERVICES.....means the administration of anesthesia and the performance of related procedures by a Physician or a Certified Registered Nurse Anesthetist which may be legally rendered by them respectively.

AVERAGE DISCOUNT PERCENTAGE ("ADP").....means a percentage discount determined by the Claim Administrator that will be applied to a

APPENDIX E
HEALTH PLAN

Your Health Care Benefit Program



HMO ILLINOIS
A Blue Cross HMO
a product of
Blue Cross and Blue Shield of Illinois

Plan Year Beginning July 1, 2014



BlueCross BlueShield of Illinois
Experience. Wellness. Everywhere.™

BENEFIT HIGHLIGHTS

Your health care benefits are highlighted below. However, it is necessary to read this entire Certificate to obtain a complete description of your benefits. It is important to remember that benefits will only be provided for services or supplies that have been ordered by your Primary Care Physician (PCP) or Woman's Principal Health Care Provider (WPHCP), unless specified otherwise in this Certificate.

PHYSICIAN BENEFITS

— Your Cost for Covered Services (unless specified otherwise below)	None
— Your Cost for Outpatient Office Visits	\$15 per Visit
— Your Cost for Outpatient Specialist Physician Visits	\$15 per Visit
— Your Cost for Outpatient Office Visits for Periodic Health Examinations or Routine Pediatric Care	None
— Your Cost for Outpatient Office Visits for the Treatment of Mental Illness Other Than Serious Mental Illness, when not authorized by your PCP or WPHCP	50% of Provider's Charge
— Chiropractic and Osteopathic Manipulation Maximum	None
— Limit on Number of Outpatient Rehabilitative Therapy Treatments	60 Treatments per Calendar Year
— Your Cost for Outpatient Office Visits for Preventive Care Services	None

HOSPITAL BENEFITS

— Your Cost for Inpatient Covered Services	None
— Your Cost for the Inpatient Treatment of Mental Illness Other Than Serious Mental Illness, when not authorized by your PCP or WPHCP	50% of Provider's Charge

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— Your Cost for Outpatient Covered Services None

SUPPLEMENTAL BENEFITS

— Your Cost for Covered Services None

EMERGENCY CARE BENEFITS

— Your Cost for an In-Area Emergency \$75 Emergency Room Copayment (waived if emergency room visit immediately follows a visit with your employer's medical personnel)

— Your Cost for an Out-of-Area Emergency \$75 Emergency Room Copayment (waived if emergency room visit immediately follows a visit with your employer's medical personnel)

— Your Cost for Emergency Ambulance Transportation None

SUBSTANCE USE DISORDER TREATMENT BENEFITS

— Your Cost for Inpatient Substance Use Disorder Treatment None

— Your Cost for Outpatient Office Visits for Substance Use Disorder Treatment \$15 per Visit

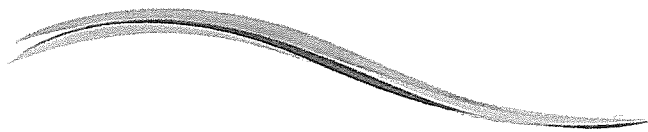
— Your Cost for Outpatient Specialist Physician Office Visits for Substance Use Disorder Treatment \$15 per Visit

Refer to the **OTHER THINGS YOU SHOULD KNOW** section of your Certificate for information regarding Covered Services Expense Limitation

LIMITING AGE FOR DEPENDENT CHILDREN 26

GB-16 HCSC

Your Health Care Benefit Program



IPBC - City of Wheaton
P14629

Plan Year Beginning July 1, 2014

Administered by:



BlueCross BlueShield of Illinois

Experience. Wellness. Everywhere.™

BENEFIT HIGHLIGHTS

Your health care benefits are highlighted below. However, to fully understand your benefits, it is very important that you read this entire benefit booklet.

THE UTILIZATION REVIEW PROGRAM

A special program designed to assist you in determining the course of treatment that will maximize your benefits under this benefit booklet

Lifetime Maximum for all Benefits	Unlimited
Individual Deductible	\$250 per benefit period
Family Deductible	\$500 per benefit period
Individual Coverage Out-of-Pocket Expense Limit	\$1,250 per benefit period
Family Out-of-Pocket Expense Limit	\$2,500 per benefit period
Chiropractic and Osteopathic Manipulation Benefit Maximum	30 visits per benefit period
Physical Therapy Services Benefit Maximum	50 visits per benefit period
Occupational Therapy Benefit Maximum	50 visits per benefit period
Speech Therapy Benefit Maximum	50 visits per benefit period
Additional Speech Therapy Benefits for Treatment of Pervasive Developmental Disorders	Unlimited

HOSPITAL BENEFITS

Payment level for Covered Services from a Participating Provider:

— Inpatient Covered Services	90% of the Eligible Charge
— Outpatient Covered Services	90% of the Eligible Charge

Payment level for Covered Services from a Non-Participating Provider:

— Inpatient Covered Services	70% of the Eligible Charge
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— Outpatient Covered Services	70% of the Eligible Charge
Payment level for Covered Services from a Non-Administrator Provider	50% of the Eligible Charge
Hospital Emergency Care	
— Payment level for Emergency Accident Care from either a Participating, Non-Participating or Non-Administrator Provider	90% of the Eligible Charge
— Payment level for Emergency Medical Care from either a Participating, Non-Participating or Non-Administrator Provider	90% of the Eligible Charge

SUPPLEMENTAL ACCIDENT CARE

Benefit Payment Level	100% of the Eligible Charge or U & C Fee* per accident, up to a maximum of \$300, then paid at 90% of the Eligible Charge or U & C Fee*
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PHYSICIAN BENEFITS

Payment level for Surgical/ Medical Covered Services	
— Participating Provider	90% of the Maximum Allowance
— Non-Participating Provider	70% of the Maximum Allowance
Payment level for Emergency Accident Care	90% of the Maximum Allowance
Payment level for Emergency Medical Care	90% of the Maximum Allowance

OTHER COVERED SERVICES

Payment level	90% of the Eligible Charge or Maximum Allowance
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* Usual and Customary Fee

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