

RESOLUTION R-2021-70

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

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

WHEREAS, the City of Wheaton and Wheaton I.A.F.F. Local 3706, had a collective bargaining agreement which expired on April 30, 2021; and

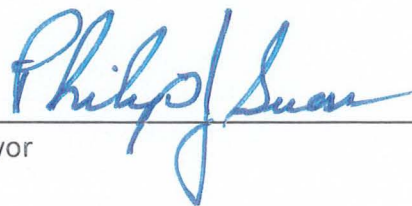
WHEREAS, the City of Wheaton and the Wheaton I.A.F.F. Local 3706 have negotiated a collective bargaining agreement; and

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

WHEREAS, the Wheaton I.A.F.F. Local 3706 ratified said agreement on July 17, 2021.


NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to execute an agreement between the City of Wheaton and the Wheaton I.A.F.F. Local 3706, said agreement dated May 1, 2021 through April 30, 2026 and which is attached hereto and incorporated herein as Exhibit 1.

ADOPTED this 16th day of August, 2021.



Mayor

Attest:



Deputy City Clerk

Ayes:

Roll Call Vote:
Councilman Brown
Mayor Suess
Councilwoman Fitch
Councilwoman Robbins
Councilman Weller

Nays:
Absent:

Councilman Barbier
Councilwoman Bray-Parker
None
None

Motion Carried Unanimously

Exhibit 1

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

May 1, 2021
April 30, 2026



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154
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156 ARTICLE 1
157 PREAMBLE
158

159 A. Definition of Parties

160 This Agreement is entered into by and between the City of Wheaton, an Illinois Municipal
161 Corporation, hereinafter referred to as the EMPLOYER, and the Wheaton Fire Fighters Union,
162 Local No. 3706, of the International Association of Fire Fighters, AFL-CIO, CLC, hereinafter
163 referred to as the UNION.
164

165 B. Purpose

166 It is the purpose of this Agreement to achieve and maintain harmonious relations between the
167 Employer and the Union, to establish wages, hours, and other terms and conditions of
168 employment and to provide for adjustments of differences, which may arise between the
169 parties.
170

171
172 ARTICLE 2
173 RECOGNITION
174

175 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all sworn,
176 full-time firefighters, lieutenants working for the City of Wheaton, excluding all other employees
177 employed by the Employer, specifically the Fire Chief, Assistant Fire Chief, paid-on-call
178 employees, all civilian employees, all clerical employees, all non-Fire Department employees and
179 all other supervisory, managerial or confidential employees as defined by the Illinois Public Labor
180 Relations Act and all other employees excluded by the Act. The City of Wheaton acknowledges
181 that if the Captain rank or similar position is re-implemented in the future, the provisions and impact
182 of the Captain rank or similar position would be subject to collective bargaining as provided by
183 applicable laws.
184

185
186 ARTICLE 3
187 NO DISCRIMINATION
188

189 A. Application of Agreement

190 The Employer shall not discriminate against employees in any manner which would violate
191 state or federal law. Specifically, the Employer shall not discriminate on the basis of race, color,
192 sex, religion, age, national origin or Union membership. Grievances under this Article may
193 proceed through the City Manager's level only. Employees dissatisfied with the Employer's
194 disposition of grievances under this Article may elect to file charges before the appropriate
195 federal or state agency.
196

197 B. Reference to Gender

198 All references to employees in this Agreement designate both sexes, and whenever the male
199 gender is used, it shall be construed to include male and female employees.
200

201 C. Union's Responsibility

202 The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all
203 employees in the bargaining unit without discrimination, interference, restraint or coercion, to
204 the extent provided by law.

205 **ARTICLE 4**
206 **GENERAL PROVISIONS**
207

208 **A. Union Activity**

209 There shall be no discrimination, interference, restraint, or coercion by the Employer against
210 any employee for his activity on behalf of, or membership in, the Union. Grievances under this
211 Section can only be grieved to the City Manager's level. Employees dissatisfied with
212 disposition of the grievances under this article may seek redress before the appropriate
213 administrative agency or in the appropriate court.
214

215 **B. Mailbox**

216 The Union Local shall be permitted to maintain a mailbox within the Fire Department for the
217 purpose of receiving mail and/or correspondence inadvertently directed to the Union Local.
218 The mailbox shall be located at Station Thirty-Eight (38). The Union Local shall be permitted
219 access to bargaining unit member's mailboxes for the distribution of official Union business.
220

221 **C. Printing and Supplies**

222 This Agreement and any future Agreement shall be printed & bound, in whole, and supplied to
223 each employee, by the Union within fifteen (15) working days after ratification. The Employer
224 shall bear fifty percent (50%) of printing cost. In addition, each fire station will be supplied
225 with a copy to be kept at each station, and accessible to bargaining unit employees. Each
226 Assistant Chief and the Fire Chief shall be supplied with a copy as well.
227

228 **D. Union Meetings**

229 The Union Local shall be permitted to hold meetings in the Fire Station Thirty-Eight (38)
230 training room for the purpose of exchanging information. These meetings will be scheduled
231 every other month (February, April, June, August, October and December) on an open meeting
232 room night.
233
234

235 **ARTICLE 5**
236 **MANAGEMENT RIGHTS**
237

238 Except as limited by the express provisions of this Agreement, the Employer has and will continue
239 to retain the right to operate and manage its affairs in accordance with the authority granted to it
240 under applicable law. Subject to such grant of authority, the rights assigned to the Employer
241 include, but are not limited to, the following rights:
242

- 243 1. To determine the organization and operations of the Fire Department;
- 244 2. To determine and change the purpose, composition and function of each of its constituent
245 departments and subdivisions;
- 246 3. To set standards for the services to be offered to the public and to establish performance
247 standards;
- 248 4. To direct the employees, including the right to assign work and overtime;
- 249 5. To hire, examine, classify, select, promote, restore to career service positions, train,
250 transfer, assign and schedule employees;
- 251 6. To increase, reduce or change, modify or alter the composition and size of the work force,
252 including the right to relieve employees from duties because of lack of work or funds or
253 other proper reasons;
- 254 7. To establish work schedules and to determine the starting and quitting time, and the number
255 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 due's 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.

In *Janus v. AFSCME*, 585 U.S. ____ (2018), the Supreme Court held that fair share clauses, such as that contained in the second through fourth paragraphs of Article 10(B) of the 2018-2021 bargaining agreement, are unconstitutional. Local 3706 and the City agree to strike the specifically identified paragraphs in their entirety.

However, in the event the United States Supreme Court decides that fair share fee deductions are not deemed unconstitutional, Local 3706 and the City agree to reinstate and re-incorporate those stricken paragraphs into Article 10(B), as they appeared in the Parties' 2018-2021 collective bargaining agreement, into the collective bargaining agreement in effect, or that is being negotiated, at the time the law changes.

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.

409 **ARTICLE 11**
410 **PRIVILEGE OF APPOINTMENT**
411

412 All members, upon appointment, shall receive any and all documents, badges, cards, required by
413 the Fire and Police Commission's Rules and Regulations, as those Rules and Regulations may be
414 amended from time to time.
415

416
417 **ARTICLE 12**
418 **E.M.S.**
419

- 420 A. Employees certified (licensed) as Emergency Medical Technicians Paramedic (E.M.T.-P) shall
421 be entitled to participate in on duty EMT-P in house continuing education classes in order to
422 maintain their EMT-P certification (license).
423
- 424 B. Employees' EMS records including records related to infection control and blood-borne
425 pathogens shall be exclusively maintained under the custody and control of the Assistant Chief
426 - Administration, or a mutually agreed upon union member designee. One Union member shall
427 be designated and allowed access to Medical Training Records to assist in maintenance of EMS
428 training certificates.
429
- 430 C. Employees hired on or after December 1, 1991 who are currently IDPH (Illinois Department
431 of Public Health) licensed at the minimum level of Emergency Medical Technician (EMT)
432 Basic shall maintain said license throughout their employment with the City of Wheaton Fire
433 Department. Furthermore, the employer acknowledges its responsibility to provide employee
434 access to required hours (currently 120 hours in 4-year timeframe) of approved continuing
435 education in order for the employee to maintain licensure as per IDPH requirements.
436 Additionally, the employees acknowledge their joint responsibility with the employer to enter
437 and monitor, within the electronic record keeping system, their individual continuing education
438 training hours (i.e. hours earned outside of the "regular" training schedule such as specialty
439 training, on-line continuing education, etc.) associated with re-licensure.
440
- 441 D. The employer further agrees to provide the IDPH minimum required hours of on duty
442 approved EMS/Fire Rescue training of the Fire Department's current EMS system. Any
443 remaining hours for re-licensure will be made available through alternative means such as on-
444 line or in a written form through coordination with their supervisor. Employees needing to
445 complete hours will be allowed to complete the training while on-duty. Employees who
446 complete re-licensure hours off duty will not be compensated.
447
- 448 E. The City will pay for all re-licensure fees. In the case of an employee failing to re-licensure,
449 the employer will work together with the union executive board and the affected employee to
450 develop a plan of action for the employee so that he/she attains re-licensure.
451

452
453 **ARTICLE 13**
454 **PREVAILING RIGHTS**
455

456 Rights and conditions of employment as specified herein shall be maintained during the term of the
457 Agreement.
458

- 459 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.
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.
9. Bargaining Unit Members who are specialty team members, who are required to maintain training hours, shall be able to attend specialized training while off duty/on duty. All attempts shall be made to secure coverage for members requesting on duty replacement so long as no mandatory holdovers occur. It is preferred that specialty team members attend training while off duty.

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 guideline for 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, WSFRA training 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 hrs	Report for Duty, turn-out gear on vehicles Lieutenant to communicate with Shift Commander to discuss special events, assignments and daily roster
----------	---

0715 hrs	Personnel in uniform
----------	----------------------

0730-0800 hrs	Shift briefing of the day's activities by Lieutenant Target solutions quick drills
---------------	---

0800-1700 hrs	Appropriate vehicle inspections Complete assigned work schedule tasks Training Complete fire inspections/pre-plan assignments Lunch (one hour) Public education assignments Work in assigned areas of responsibility Special work assignments as assigned Physical exercise
---------------	---

**May be allowed earlier in day due to scheduled activities.*

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. 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 weightlifting exercise with free weights, the maximum amount of pounds permitted to be lifted by a person at one time is 300lbs. 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 October 15 of each year, setting forth the present seniority dates for all 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.

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

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.

F. Floater Positions

While the City of Wheaton retains its' management rights granted under Article 5 and within

611 Department Policy and Guidelines, the City will utilize the following criteria when assigning
612 personnel to Floater positions:
613

- 614 1. When needed, the process outlined in the Wheaton Fire Department Policies and
615 Guidelines will be used to solicit volunteers for Floater position assignments.
- 616 2. In the event that no personnel volunteer to become floaters or a floater position remains
617 unfilled after soliciting volunteers, the following would occur:
 - 618 a. Floating firefighter positions will be filled based upon reverse seniority order
619 of non-probationary firefighters unless management determines that an
620 operational need exists.
 - 621 b. Floating Lieutenant positions will be filled in reverse rank seniority (as defined
622 in Article 14 (B)) order of personnel with greater than one-year experience in
623 the Lieutenant rank unless management determines an operational need exists.
 - 624 c. If Management assigns floater position(s) based upon operational need, the Fire
625 Chief will communicate this action to both the personnel assigned to the
626 floating position and to the President of the Union prior to the shift assignments
627 being posted to the department.
 - 628 d. Firefighters with 15 or more years of service will be exempt from Floater
629 position assignments unless management determines that an operational need
630 exists.

631
632 The Floater Position provisions were negotiated in 2018, they will be implemented to take effect
633 on January 1 of the year following ratification of the agreement and then each subsequent year
634 thereafter during the term of the agreement.
635

636 ARTICLE 15

637 LAY-OFFS

638
639

640 A. Lay-offs

641 In the event it becomes necessary to lay-offs, employees shall be laid-off in the inverse order
642 of their seniority. No new employee(s) shall be hired, until all employees on lay-off status
643 desiring to return to work have been recalled and hired.
644

645 B. Recall

646 Employees who are laid off shall be placed on a recall list. Employees shall have recall rights
647 for a period of three years. When there is a recall, employees who are on the recall list shall be
648 recalled in inverse order of lay-off and any such person may be required to submit to
649 examination by physicians of the Employer's choice to determine his/her physical fitness at the
650 Employer's cost. If there is a dispute between the opinion of the Employer's physician
651 and the employee's physician, the Employer and the Union shall jointly agree to a third
652 physician who shall examine the employee and such physician's opinion shall be controlling.
653

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

661 removed from the recall list.

662
663
664 **ARTICLE 16**
665 **LABOR-MANAGEMENT CONFERENCES**
666

667 The Union and the Employer mutually agree that in the interest of efficient management and
668 harmonious employee relations, it is desirable that meetings be held when mutually agreed to in
669 advance between Union representatives and representatives of the Employer. Such meetings shall
670 be at the request of either party, the President of the Union and the Fire Chief may meet at
671 mutually agreed upon times, up to six (6) times per fiscal year, to discuss matters of mutual
672 concern that do not involve negotiations. Additional meetings may be held upon mutual
673 agreement of the parties. The President of the Union may invite other bargaining unit members or
674 Union representatives to attend such meetings. The Fire Chief may invite other Department/City
675 representatives to attend such meetings. Either party may have up to three (3) representatives in
676 attendance.

677
678 Such meetings and locations shall be mutually agreed to before being held, and the purpose of any
679 such meeting shall be limited to:

- 680
681 1. Discussion on the implementation and the general administration of this Agreement;
682 2. A sharing of general information, and ideas of interest to the parties;
683 3. Discuss with the Union, changes in (non-bargaining) conditions of employment which,
684 may affect employees.
685

686 It is expressly understood and agreed that such meetings shall be exclusive of the Grievance
687 Procedure. Grievances being processed under the Grievance Procedure shall not be considered a
688 "Labor-Management Conference," nor shall negotiations for the purpose of altering any or all of
689 the terms of this Agreement, be carried on at such conferences.
690

691 In addition, it is agreed that if the mutually agreed time occurs during the normal duty shift, the
692 Employer shall permit employees to attend the meetings without loss of pay or benefits if the
693 meeting is held at a mutually agreed on location and the employees are available for duty.
694

695
696 **ARTICLE 17**
697 **RULES AND REGULATIONS COMMITTEE**
698

699 **A. Compliance and Review**

- 700 1. The Union agrees that it and its members shall comply, in full, with all Fire Department
701 rules and regulations, practices and procedures that are not in conflict with the provisions
702 of this Agreement.
703
704 2. The Employer shall name three (3) representatives and the Union shall name three (3)
705 representatives to sit as a committee to review the existing (and create new if needed) Fire
706 Department rules and regulations. Such committee shall meet as needed, and may by
707 majority agreement, make recommendations as to changes which shall be reviewed by the
708 Fire Chief, who shall promptly issue a written report as to his agreement or specific reasons
709 for his disagreement. In the event that the Fire Chief rejects a committee recommendation,
710 the committee and the Fire Chief shall meet in an attempt to resolve their differences.
711

712 B. New Rules

713 New or revised rule(s) and order(s) having the effect of changing a rule or regulation may be
714 established from time to time by the Employer. Any such new or revised rule(s) or order(s)
715 shall be posted for five (5) days before they become effective or enforceable.
716

717
718 ARTICLE 18

719 JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE
720

721 It is the desire of the Union and the Employer to maintain the highest standards of safety and health
722 in the Fire Department in order to eliminate, as much as possible, accidents, death, injuries and
723 illnesses in the fire service.
724

- 725 1) Protective devices, wearing apparel and other equipment necessary to properly protect
726 firefighters shall be provided by the Employer at no cost to the employees and shall
727 conform to applicable fire service standards. These devices, apparel and equipment shall
728 be inspected by the quartermaster and/or appropriate division on an annual basis. There
729 shall be an equipment repair e-mail sent by the firefighters to their Lieutenant with
730 copies sent to Shift Commander or Acting Shift Commander or Fire Chief's designee
731 and to Health and Safety Committee members.
732

733 The Union and the Employer shall each appoint two (2) members to the Joint Occupational Safety
734 and Health Committee. This committee will meet quarterly, or as needed, and discuss safety and
735 health conditions. If a majority of the Committee makes recommendations as to changes, those
736 recommendations shall be reviewed by the Fire Chief, who shall promptly issue a written report as
737 to his agreement or specific reasons for his disagreement. In the event the Fire Chief rejects a
738 committee recommendation, the committee and the Fire Chief shall meet in an attempt to resolve
739 their differences.
740

741 Safety committee members will be granted time-off with pay while on-duty, when meeting jointly
742 with the Employer and for any inspection or investigation of safety or health problems in the Fire
743 Department.
744

745 The Employer shall not restrict the safety committee members from any Fire Department facility
746 when investigating health or safety conditions.
747

748 Records shall be kept of all job-related accidents, injuries and illnesses which shall be maintained
749 by the Employer. Copies of all such records and reports, including all reports which may be required
750 by the state or federal governments, shall be made available upon request to the safety committee
751 members.
752

753
754 ARTICLE 19

755 SAFETY, HEALTH AND WELFARE
756

757 A. Corrective Eyewear Repair/Replacement

758 The Employer agrees to repair/replace, as necessary, a firefighter's eyeglasses, watch, contact
759 lenses, and prescription sunglasses if such are damaged or broken while being worn by the
760 employee during the course of the employee's emergency duties. Incidents are required to be
761 documented, in writing, to the employee's immediate supervisor. The Employer's obligation

under this clause is limited to one hundred fifty (\$150) 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 at the time of application:

- a. Minimum of seven (7) years in the Wheaton Fire Department, including probation.
- b. Certified Firefighter III or Advanced Technician Firefighter
- c. Provisional Fire Officer I, Fire Officer I or Company Fire Officer

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

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. Written exam shall include questions from: Current Department Policies and Guidelines Manual, Current Local 3706 Collective Bargaining Agreement, Current City of Wheaton Employee Manual, Current Accident/Injury Instructions, One (1) Company Fire Officer Book/Manual.

Written exam quality control panel consisting of one (1) Union approved Chief Officer, one (1) Fire Chief approved member of the Executive Board (not involved in the promotional process); and the Director of Human Resources shall review/revise the written test prior to the written test being administered. All members of the Quality Control Panel shall maintain confidentiality of the test. Disputes related to any questions shall be resolved by majority vote of the panel.

2. Seniority Points

Seniority points shall be computed as of the due date of the application. Points shall be awarded on the following basis: one-half a point (.5) for each year of service, one-quarter a point (.25) for a half year (182 days) 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 Advanced Fire Officer	.5 points per class; maximum of 2.5 points
Attendance at any course work at National Fire Academy in Emmitsburg, Maryland (minimum of 24 hour course)	1 point per class; maximum of 2 points
University of Illinois FSI course (or equivalent) – 40 or more hour class (Does not include courses resulting in an OSFM certification covered elsewhere in this document).	.5 points per class; maximum of 5 points
University of Illinois FSI course (or equivalent) – classes of 17-39 hours (Does not include courses resulting in an OSFM certification covered elsewhere in this document).	.25 points per class; maximum of 2.5 points
University of Illinois FSI course (or equivalent) – classes of 8-16 hours (Does not include courses resulting in an OSFM certification covered elsewhere in this document).	.125 points per class; maximum of 1.25 points
Specialized Training Certifications and/or Class Completion Hazardous Materials Specialized Rescue	See "Specialized Training List" Maximum of 2.5 points

Fire Investigator Fire Inspector Dive	
ACLS, BTLs, PALS (or similar course) attendance	.25 points per class; maximum of 1 point
Paramedic License (Good Standing)	2 points
Previous Paramedic License	.5 points

Specialized Training List for Lieutenant

Specialized Training	Individual Courses and Points for Each
Hazardous Materials	Technician A - .5 Technician B - .5 Hazardous Materials Incident Command - .5
Specialized Rescue	Trench Operations - .5 Trench Technician - .5 Rope Operations - Vertical I - .5 Rope Technician- Vertical II - .5 Rescue Specialist - .5 Confined Space Operations - .5 Confined Space Technician - .5 Structural Collapse Operations - .5 Structural Collapse Technician - .5 Vehicle and Machinery Operations - .5 Vehicle and Machinery Technician - .5 Swift Water Rescue - .5 TRT Incident Command - .5
Fire Investigator	Juvenile/Youth Fire Setter Intervention Specialist - .5 Fire Investigator Module A - .5 Fire Investigator Module B - .5 Fire Investigator Module C - .5 Certified Fire Investigator - .5
Fire Inspector	Fire Prevention Officer Module A - .5 Fire Prevention Officer Module B - .5 Fire Prevention Officer Module C - .5
Dive Rescue <i>Courses provided by PADI, Dive Rescue International, or approved by OSFM</i>	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
WFD Officer Development Program	WFD Officer Development Program Participation - .5 <i>*Members already on Acting Officer List as of start of this contract will automatically be grandfathered and receive these points.</i>

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

Notes and Clarification:

The following classes will not count towards ascertained merit because all members are required to complete them prior to starting an officer program.

FF II or Basic Operations Firefighter
Fire Apparatus Engineer
FFIII or Advanced Firefighter
Hazardous Materials Operations
Hazardous Materials Awareness
NIMS 100, 200, 700
Emergency Medical Technician – Basic
Fire Service Vehicle Operator

College Credit

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

Examples (applies to Lieutenant):

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

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

Fire Officer Credit

Credit can be awarded for Fire Officer II Provisional, Fire Officer II, Advanced Fire Officer, Fire Officer III certifications/classes and Chief Fire Officer. Credit shall not be awarded for Provisional Fire Officer I, Fire Officer I or Company Fire Officer.

Application for Ascertained Merit

- a. It shall be the officer candidate's responsibility to submit the completed Ascertained Merit Form (Appendix E) for Ascertained Merit Credit to the Fire Chief or the Fire Chief's designee. This request shall include all appropriate documentation such as college diploma, college transcripts, OSFM certificates, University of Illinois FSI certificates of completion, etc. Where applicable, documentation shall indicate course description, syllabus and number of hours. If applicable documentation does not include hours, no points will be awarded.
- b. An "Ascertained Merit/Promotional Potential Rating Panel" shall be established and shall consist of two Chief Officers designated by the Fire Chief, 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.

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. The design of the assessment center shall follow the Guidelines and Ethical Considerations for Assessment Center Operations of the International Taskforce on Assessment Center Guidelines.

Panel Members

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

The Assessment Center shall include the following assessment techniques:

Lieutenant Exam:

Interview Simulation Exercise

Written Problem Exercise

Oral Presentation Exercise

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

The Fire Chief shall notify each Lieutenant to participate in the Promotional Potential Rating process. Each Lieutenant shall participate in the Promotional Potential Rating process and must complete an evaluation for each candidate for promotion to

Lieutenant, by the deadline set by the Fire Chief. 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. Each member participating in the Promotional Potential Rating process shall submit a signed rating sheet containing his/her assignment of points on the listed 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 Director of Human Resources or designee, according to a confidential candidate identification number.

4. Chiefs' Points

All Wheaton Fire Department Chief Officers shall award points based on job-related merit criteria uniformly applied to all applicants (per Appendix C). Each Chief Officer participating in the Chiefs' Points shall submit a signed rating sheet containing his/her assignment of points on the listed criteria to the Fire Chief. The average of the points awarded to each candidate 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.

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

1023 establish the final rank order of promotional list from highest to lowest point
1024 scores.
1025

1026 **G. Fire Officer Training**

1027 Depending on availability of funds, all reasonable attempts shall be made for a candidate
1028 offered a Lieutenant promotion to be sent to an approved Fire Officer Training. All
1029 expenses (course, shift coverage, overtime, etc.) shall be paid for by the City.
1030

1031 **H. Duration of Promotion List**

1032 A promotion list shall be effective for a period of three (3) years from the date of its posting.
1033 The City shall take all responsible steps to ensure that the Board of Police and Fire
1034 Commissioners maintains in effect current eligibility lists so that promotional vacancies
1035 that the City Council has funded and authorized to be filled are filled not later than sixty
1036 (60) days after the occurrence of the vacancy.
1037

1038 **I. Right of Review**

1039 Any individual participant in the promotional process who believes that an error has been
1040 made with respect to eligibility to take an examination, examination result, placement or
1041 position on a promotional list may file a grievance at Step 3 in accordance with the
1042 provisions of the grievance and arbitration procedure set forth in Article 36 of this
1043 Agreement, subject to the following provisions:
1044

- 1045 1. Any such grievance must be filed within ten (10) business days of the date the final
1046 promotion list is posted.
- 1047 2. The grievance shall be limited to disputes relating to a claim that the Board of Police
1048 and Fire Commissioners failed to follow the requirements of this Article in
1049 administering the promotional process. Except for the Chief's component as provided
1050 in subsection 4 below, only such objective grievances shall be allowed under the
1051 parties' grievance and arbitration procedure set forth in Article 36.
- 1052 3. The grievance shall not involve any claims relating to disputes over the level of ratings
1053 or points awarded by an evaluator as to any component of the promotion process, other
1054 than the accuracy of the computations of the points awarded.
1055

1056 If a timely grievance is filed, the promotion shall be held in abeyance pending completion
1057 of the grievance process. During the pendency of any such grievance, the Fire Chief may
1058 assign an employee on a temporary basis to serve as an acting Lieutenant.
1059

1060 **J. Monitors**

1061 Up to two (2) impartial persons, who are not members of the Wheaton Firefighters Union
1062 IAFF Local 3706, and who are members of another IAFF Local may be selected by the
1063 Executive Board to serve as monitors by giving written notice to the Fire Chief at least
1064 seven (7) days prior to the first day that monitors are to be used. If the Union designates a
1065 monitor/monitors, the City may also designate an equal number of impartial monitors. Each
1066 party shall be responsible for all the costs and expenses of its designated monitor(s).
1067 Monitors are authorized to be present and observe the following components of the
1068 promotional process: Board of Police & Fire Commissioners Interview and Assessment
1069 Center. Monitors shall not interfere with the promotional process but shall report the full
1070 details and facts concerning any observed or suspected violations of the provisions of this
1071 Article applicable to the component being observed to the Union and the Fire Chief. To be
1072 considered, such written report must be submitted within three (3) business days of the date
1073 of the observed or suspected violation.

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 with approved self-rescue equipment, 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

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

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) lightweight coat, two (2) baseball caps, one (1) station uniform belt 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, white class "A" long sleeve shirt.

C. Firefighter Class "A" Uniform

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

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

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) 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 at the beginning of each City fiscal 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 twenty-five dollars (\$125.00) 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. Bilingual Pay

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

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

The City will exert its best efforts to ensure that the selections of such members

1176 shall be done in a consistent manner.

1177

1178 G. Step Increases

1179 All step increases shall be paid annually from the employees' date of hire or promotion,
1180 following an advisory review. The employee shall receive their full step increase with the
1181 fulfillment of a satisfactory review stating achievement of minimum job requirements. Each
1182 employee shall be assigned to their respective step according to the years of employment upon
1183 ratification of this Agreement.

1184

1185

1186

1187

ARTICLE 25
LONGEVITY PAY

1188 Employees shall receive additional salary after meeting the following service requirements: After
1189 completing nine (9) years: five hundred (\$500), and after completing nineteen (19) years: one
1190 thousand five hundred (\$1500).

1191

1192

1193

1194

ARTICLE 26
HOURS OF WORK AND OVERTIME

1195

A. Regular Hours

1196 This Article is intended to define the regular hours of work per day or per week during the term
1197 of this Agreement and shall not be construed as a guarantee of work per week.

1198

1199

B. Normal Work Day and Work Week

1200 The normal work day and work week for employees shall be twenty-four (24) hours of work
1201 (one shift) followed by forty-eight (48) consecutive hours off (two shifts). Shifts shall
1202 commence at 0700 and end at 0700 the following day.

1203

1204 Effective January 1, 2016, a Kelly day shall be scheduled every Thirteenth (13th) duty day with
1205 appropriate scheduling changes such that it will not cause the City to incur additional FLSA
1206 overtime. Effective January 1, 2016, the employees' straight time hourly rate shall be based
1207 on 2695.44 annual hours. On or before October 7th, management shall post the final Kelly line
1208 for all employees for the next calendar year.

1209

1210

C. FLSA Work Period

1211 Prior to May 1, 2003, the work cycle of each employee for the purpose of the Fair Labor
1212 Standards Act (FLSA) will continue to be an established regular re-occurring period of twenty-
1213 seven (27) consecutive days which shall run from 7:00 p.m. to 7:00 p.m. The amounts set forth
1214 on the salary schedule represent a fixed annual amount to be received for straight time pay for
1215 2695.44 hours including regular tours of duty and paid leaves.

1216

1217 Effective January 1, 2016, concurrent with the implementation of a regular work schedule
1218 providing for a Kelly day every thirteenth (13) shift, the City may utilize any authorized FLSA
1219 work cycle it deems appropriate. This work period shall be established so that the last day of a
1220 preceding work period falls on the first twelve (12) hours of the employee's Kelly day (7:00
1221 a.m. to 7:00 p.m.) and the first day of the next work period falls on the last twelve (12) hours
1222 of the employee's Kelly day (7:00 p.m. to 7:00 a.m.), there-by ensuring that the maximum
1223 regularly scheduled hours worked in the applicable work period is less than the applicable
1224 FLSA maximum established for the work cycle.

1225

1226 D. FLSA Overtime
1227 An employee shall, in addition to regular compensation, be paid one-half (½) times his/her
1228 regular straight time hourly rate for all hours of actual work in excess of the maximum number
1229 of hours permitted for the work-cycle chosen by the Employer. The Employer reserves the right
1230 to utilize all or part of the 7k exemption for hours worked and overtime paid in accordance
1231 with the most current FLSA rulings and practices. However, where a specific term of this
1232 Agreement conflicts with the FLSA, the Agreement shall control.
1233
1234 E. Regular Overtime Hours
1235 An employee working any hours on duty in addition to the regular hours as defined in Section
1236 B of this Article shall be compensated for such overtime hours at the rate of one and one-half
1237 (1.5) his/her straight time hourly rate.
1238
1239 F. Kelly Day Trades
1240 Kelly days may be traded between Employees of the same shift provided staffing requirements
1241 referenced Article 40 Section B-1 are maintained. Kelly days may not be canceled.
1242
1243 G. Scheduling
1244 There shall be no more than the following guaranteed leaves per shift for
1245 Firefighters/Lieutenants:
1246
1247 1. Vacation Leave #1 (only one bargaining unit member)
1248 2. Vacation Leave #2 (only one bargaining unit member)
1249 3. Kelly Day/Kelly Trade
1250 a. Vacation Leave #3, in lieu of Kelly Day or Kelly Trade (only one bargaining unit member)
1251 4. Compensatory/Personal Time (per Article 38)
1252
1253 Clarification: Guaranteed leave is, leave that the employer will cover via mandatory holdover
1254 if no employee voluntarily accepts the overtime coverage for such leave. Non-guaranteed leave
1255 is Compensatory and/or Personal leaves which are submitted in excess of the above defined
1256 four (4) slots off each duty day, which will not result in the mandatory holdover procedure if
1257 an employee does not voluntarily accept such overtime.
1258
1259 If no Kelly days or Vacation leaves are scheduled, there shall be no more than the above
1260 guaranteed leaves permitted in any combination of compensatory time and personal days,
1261 submitted by single/multiple employees according to Article 38, in an amount not to exceed
1262 96 total shift hours. If no Kelly Day is scheduled, a 3rd vacation leave shall be allowed. This
1263 leave may be picked in vacation bidding in accordance with Article 40.
1264
1265 H. Orientation of New Employees
1266 For the orientation and training of new employees, the City may implement a regular forty-
1267 hour work week for a period not to exceed six (6) months. Employees on this schedule shall
1268 continue to be paid their annual salary in accordance with Article 24(A).
1269
1270 I. Light or Restricted Duty
1271 Employees who are on a physical or mental disability or have suffered an injury or illness on
1272 or off duty and cannot perform all the required and normal tasks of their position may be placed
1273 on restricted duty.
1274
1275 The City may require an employee who is on sick leave or Workers' compensation leave to
1276 return to work in an available restricted duty assignment.

1277
1278 The determination of whether a restricted duty assignment exists shall be made by the City Manager
1279 upon recommendation of the Chief. The Chief may demonstrate the need of such an assignment in
1280 writing to the Director of Human Resources, who will then consult with the City Manager.

- 1281
1282 a) Under no circumstances will an employee perform restricted duty without a
1283 written medical opinion from the employee's physician stating that the
1284 employee is able to return to work and perform restricted duty without
1285 significant risk that such return to work will aggravate any pre-existing injury.
1286
1287 b) Under no circumstances will an employee perform restricted duty longer than
1288 a ninety (90) day period.
1289
1290 2. Nothing in this policy shall be construed to require the City to create restricted duty
1291 assignments for an employee. Employees will only be assigned to restricted duty
1292 assignments when the City determines that the need exists and only as long as such
1293 need exists.
1294
1295 3. For the purpose of light duty the employee shall have the choice of staying on a 24-hour
1296 shift schedule or a forty (40) hour work week. Employees on this schedule will be paid
1297 their regular salary in accordance with Article 24 (A): any hours worked during this time
1298 period exceeding forty (40) per week shall be compensated at the employee's overtime
1299 rate. Such work schedule shall normally consist of consecutive days Monday through
1300 Friday from 8:00 p.m. to 5:00 p.m. with a one-hour unpaid lunch period. The employer and
1301 the employee, with the agreement of the Union, may arrange flex time schedules provided
1302 the total hours worked Monday through Friday does not exceed 40 hours.
1303

1304 J. Maximum Consecutive Hours

1305 Employees shall not work in excess of a maximum of one hundred forty-four (144) consecutive
1306 hours (O.T., trades, and/or regular shifts). There shall be a minimum of twenty-four (24) hours
1307 break after this limit is reached.
1308

1309
1310 ARTICLE 27
1311 OVERTIME DISTRIBUTION
1312

1313 The Fire Chief or his designee(s) shall have the right to require overtime work, and employees may
1314 not refuse overtime assignments. In non-emergency situations, the Fire Chief or his designee(s)
1315 shall take reasonable steps to obtain volunteers for overtime assignments before assigning required
1316 overtime work. The Employer shall maintain and update daily, a Departmental Overtime
1317 Assignment Record, which shall be posted electronically (with a backup, hard copy to be
1318 maintained by the on-duty Shift Commander or Acting Shift Commander which is available for
1319 preview via computer access by all Bargaining Unit members.) Additionally, a cross-reference log
1320 shall be kept. Said lists, shall indicate shift assignments, and hours accumulated in numerical order
1321 of hours worked.
1322

1323 Overtime shall normally be distributed to the members of the bargaining unit, to employees of the
1324 same rank and classification described herein. Overtime shall be offered on a rotation basis to those
1325 employees within the Fire Department when and where overtime exists. Overtime shall be offered
1326 to employees that are not normally scheduled to report for duty that day.
1327

- A. All overtime worked, or refused, regardless of type of work shall be added and recorded daily to the overtime board and log, with the exception of mandatory holdover as outlined in section M of this article, and if employee is on fire call that extends beyond end of shift. Overtime hours refused will be recorded to the overtime board only when the vacancy has been filled by an employee with greater hours (lower on the board).
- 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 (both mandatory & non-mandatory), seminars, labor/management negotiations, labor/management committee meetings, Executive Board Meetings, International Association of Fire Fighters or Associated Firefighters of Illinois: education, committee meeting, district meeting or convention, Pension conference or Pension continuing education, as approved by the Fire Chief, shall be exempt from being offered overtime if the time frame is during the aforementioned event. Employees shall notify their respective Assistant Chief Shift Commander no later than the shift prior to the event.
- E. Employees on vacation leave, guaranteed compensatory leave of 12 hours or more, guaranteed personal leave of 12 hours or more, shift trade / Kelly trade (in conjunction with a vacation leave day, Kelly day, personal day or compensatory leave), sick leave, worker's compensatory leave, shall be exempt from being offered overtime. Employees who Trade In during their exempt timeframe, shall remain exempt from the initial offering of overtime unless they make themselves available on leave per Section F of this Article. If all other eligible employees have turned down the overtime, prior to reverting to the mandatory shift holdover lists, the Shift Commander or Acting Shift Commander shall notify all bargaining unit members, per section J.6a of this article and offer them the overtime, there will be a one (1) hour time frame to respond back. If an exempt 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, they shall not be held-over. An employee shall not work shift overtime for their own scheduled shift with vacation leave. Employees are eligible to work overtime on their Kelly/Kelly Trade day.
- 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 submitting an Available on Leave Timepro request. The employee must specify the exact dates they choose to be eligible for Overtime. This request must be filled out no later than 36 hours prior to the first available on leave day. 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 (i.e. on duty sick/injury/emergency leave, sick call after 9pm prior to the start of the next shift) the Shift Commander or Acting Shift Commander shall utilize the mass notification system to notify all employees (exempt and not exempt) of an immediate need for duty replacement, per section J.6a of this article. 10

minutes after mass notification, overtime shall be awarded to first available response regardless of position on overtime board.

I. If an employee who is on workers' compensation or sick leave for a period of fourteen (14) shift 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 lowest accumulated hours). 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 (prior to 9pm) for overtime occurring the next day 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. Available overtime created by a Shift Commander vacancy shall first be offered to eligible Lieutenants assigned to the affected shift, with the understanding that an Acting Lieutenant may need to be secured.

2. The process of securing coverage shall commence at 0615 hours the day prior.

3. For the purpose of filling overtime, the Shift Commander or Acting Shift Commander shall utilize the mass notification system to contact the employee(s) at the employee designated telecommunications number(s) as outlined under section J.7 and J.8 of this article. Barring any emergency incidents all bargaining unit members eligible for overtime who are on duty between 0615 and 0815 shall respond to the overtime call back notification sent during that time. Failure to respond will be interpreted as a refusal for overtime offered.

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

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

If an additional overtime slot becomes available after bargaining unit members have already accepted overtime, the new overtime slot shall be offered to all eligible employees regardless of amount of hours, station location or previously accepted overtime. 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 utilize a mass notification type system for contacting employees for available scheduled overtime. Shift Commander or Acting Shift Commander shall send out all available overtime, to all eligible lieutenants and firefighters, no later than 0900 hours (barring emergency calls).

- 1430 a. The mass notification shall include:
1431 1) Station of overtime assignment
1432 2) Hours of overtime assignment
1433 3) Rank of overtime assignment
1434

1435 Employees will have a two (2) hour timeframe to respond back.
1436

- 1437 7. In order to be eligible for overtime notification, the employee will provide the
1438 employer with a minimum of two points of contact(s) for the offering of overtime
1439 requests. The employer will use the employee provided number(s) to make the
1440 reasonable attempt to contact the employee. The employee is responsible for
1441 providing current telecommunications number(s). Under temporary or emergency
1442 circumstances, the employee may provide a temporary or emergency number to
1443 the employer for use. If a circumstance arises where the employee provided
1444 telecommunication number(s) are unavailable due to telecommunication system
1445 failure, the employer will make a reasonable attempt via an alternative means of
1446 communication to contact the employee.
1447
1448 8. Once overtime is awarded, the Shift Commander, Acting Shift Commander or
1449 Shift Commander Designee shall make notification, via mass notifications system,
1450 to all members by 1200 hours (barring emergency calls & Alliance training).
1451

- 1452 a. Award notification shall include:
1453 1) Name of employee accepting overtime
1454 2) Name of employee being covered by overtime
1455 3) Station location of overtime
1456 4) Hours of overtime
1457 5) Floater assignments
1458 6) Shift Trades
1459

1460 K. The maximum an employee shall be charged is twenty-four (24) hours per duty day.
1461

- 1462 L. In the event that all sworn, Lieutenants and Firefighters have been offered available overtime
1463 in accordance with Section J.1 of this Article, and the slot remains open, the Shift Commander
1464 or Acting Shift Commander shall revert to the mandatory shift holdover/lists to fill the slot. A
1465 mandatory holdover list shall be maintained for each rank on each shift. Employees will be
1466 ranked in order of their previous holdover date. The eligible employee with the oldest holdover
1467 date on the Mandatory holdover list will be held over first. In the event of multiple holdovers,
1468 the employee with the oldest date has first choice of which holdover to work.
1469

1470 Mandatory holdovers shall be rotated among all eligible employees on each shift. Exempt
1471 employees as outlined in sections D & E of this article, shall not be eligible for the mandatory
1472 shift holdover procedure. Employees not on the duty roster for the day shall not be eligible for
1473 mandatory holdovers (i.e. employees exempt as outlined in sections D & E of this article, and
1474 duty trades). Mandatory holdover is defined as any amount of time exceeding 30 minutes after
1475 the completion of scheduled work assignment. No employee shall be required to work two (2)
1476 consecutive holdover shifts. Mandatory holdovers of employees currently assigned to the shift
1477 on the duty roster, shall be rank for rank (unless no eligible Lieutenant is available), with the
1478 exception of circumstances outlined in Article 28, Section H. It is understood that extenuating
1479 circumstances may arise causing a mandatory holdover of an employee who is not working
1480 their regular duty assignment (i.e. overtime or trade).

1481
1482 M. In the event an employee is held over, they shall be permitted to substitute another bargaining
1483 unit member(s), who agrees to work all or a portion of the shift, in place of the held over
1484 employee. It will be the responsibility of the held over employee to arrange the substitution(s)
1485 and to contact Shift Commander or Acting Shift Commander with the name(s) of the
1486 employee(s) working. All employee(s) working will be paid for their time worked at their
1487 overtime rate, and will not be charged for the hours worked on the overtime board and log.
1488 Employees who are held-over, but do not work any of the shifts because of substitution(s), shall
1489 not rotate on the mandatory holdover list.

1490
1491 N. Overtime distribution shall continue as currently distributed subject to the following
1492 limitations:

- 1493
1494 1. Employees shall not work in excess of a maximum of one hundred forty-four (144)
1495 consecutive hours (overtime, compensation time, trades, and/or regular shifts).
1496
1497 2. A minimum of twenty-four (24) hours break after this limit is reached.

1498
1499 O. For initial placement of new hires and newly promoted Lieutenants on the Hold Over List,
1500 they will be placed at the top of the list. In the event of shift changes, members will be
1501 placed on the list in chronological order by last hold over date.
1502

1503
1504 **ARTICLE 28**
1505 **WORKING OUT OF CLASSIFICATION**
1506

1507 **Lieutenant:**
1508

- 1509 A. The Shift Commander or Acting Shift Commander shall seek eligible volunteers using
1510 the Working Out of Class log. If a Shift Commander or Acting Shift Commander is
1511 unable to obtain an eligible volunteer, the employee with the least amount of hours on
1512 the Working Out of Class log will be detailed.
1513
1514 B. An employee who is detailed or accepts the responsibilities, and carries out the duties,
1515 of a position or rank above that which he normally holds shall receive "Working Out
1516 of Class Pay." Such pay shall be a sum equal to the difference between the employee's
1517 regular firefighter pay and the starting rate for the higher position or rank while so
1518 acting on his/her regular shift. If the employee is acting out of class on a shift other
1519 than their regular shift, they shall receive "Working Out of Class Pay" at a rate of time
1520 and a half (1 ½ X) for the next highest rank.
1521
1522 C. Employees eligible to work out of class shall conform to the following service
1523 requirements: Firefighter III or Advanced Technician Firefighter Certification, Fire
1524 Officer I Provisional or Fire Officer I or Company Fire Officer and five (5) years
1525 continuous service after completion of Firefighter probation. A bargaining unit
1526 member requesting placement on, or removal from the working out of class list shall
1527 do so in writing via the chain of command.
1528
1529 D. "Working Out of Class Pay" does not apply when a firefighter is working in the
1530 Station directly under the guidance of a Lieutenant in a Structured Mentoring type
1531 program.

- 1532
1533 E. Eligible Firefighters who are offered or detailed to act up as a Lieutenant shall have
1534 the hours recorded on a rotating list per Department Policy/Guidelines. For new
1535 members being placed on the Working Out of Class Log (Acting Lieutenant), they
1536 shall be placed at the bottom and assigned the highest accumulated number of hours.
1537
1538 F. While not mandatory, eligible Firefighters are highly encouraged to participate in a
1539 Wheaton Fire Department structured officer development program. Members
1540 participating in the program will receive ascertained merit points per Article 22.
1541 Before any implementation and/or changes to the Wheaton Fire Department officer
1542 development program, the Union shall have the ability to provide input and/or
1543 recommendations to the program.
1544

1545 Shift Commander or Acting Shift Commander:
1546

- 1547 A. Shift Commander or Acting Shift Commander shall seek eligible volunteers using the
1548 Working Out of Class log. If a Shift Commander or Acting Shift Commander is unable
1549 to obtain an eligible volunteer, the employee with the least amount of hours on the
1550 Working Out of Class Log will be detailed.
1551
1552 B. Overtime coverage for the Shift Commander shall be addressed in the following
1553 manner: Other than one, regular eight-hour shift within a Monday through Friday
1554 timeframe per week based upon the Assistant Chief-Administration's 40-hour work
1555 schedule, any openings for Shift Commander will be filled by eligible Lieutenants from
1556 that shift, as outlined in paragraph C of this section, offered to work Out of Class. If
1557 there are no eligible lieutenants eligible to work, shift commander coverage shall be
1558 secured using the overtime process outlined in article 27 J.6 and as outlined in this
1559 article.
1560
1561 C. An employee who is detailed or accepts the responsibilities, and carries out the duties,
1562 of a position or rank above that which he normally holds shall receive "Working Out of
1563 Class Pay." Such pay shall be a sum equal to the difference between the employee's
1564 regular Lieutenant's pay and the designated rate for the Shift Commander while acting
1565 on his/her regular shift. The designated rate shall be the hourly rate equivalent to the
1566 following salary amounts:
1567
1568

Effective Date:	Salary
5/1/2021	\$ 135,027
5/1/2022	\$138,065
5/1/2023	\$ 141,172
5/1/2024	\$ 144,348
5/1/2025	\$ 147,235

- 1577 If the employee is acting out of class on a shift other than their regular shift, or on their
1578 own Kelly Day, they shall receive "Working Out of Class Pay" at a rate of time and a
1579 half (1 ½ X) for the next highest rank.
1580
1581 D. Employees eligible to work out of class shall conform to the following service
1582 requirement. Lieutenant for three (3) years continuous service and at least Provisional

Fire Officer II or Fire Officer II or Advanced Fire Officer starting May 1st, 2018
(Current Lieutenants already on the working out of class Log are exempt from years of
service requirement). A bargaining unit member requesting placement on, or removal
from the working out of class list shall do so in writing via the chain of command.

- 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 as an Acting Shift Commander shall
have the hours recorded on a rotating list per Department Policy/Guidelines. For new
members being placed on the Working Out of Class Log (Acting Shift Commander).
they shall be placed at the bottom and assigned the highest accumulated number of
hours.
- 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. The member
intending to retire shall provide written notice to the Fire Chief at least Two (2) months prior to
the effective date of retirement. Such retirement pay shall be based upon 1/6th of employee's
annual pensionable salary earned during the current fiscal year. Payment shall be made in one
lump sum not more than forty-five (45) days after separation.

To the extent permitted by IRS rules, along with the provisions of Article 33-C of this
Agreement, the employee shall have the choice of taking any remaining payment in a lump sum
or transferring the amount into his/her 457 deferred compensation plan.

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.

To the extent permitted by IRS rules, along with the provisions of Article 33-C of this
Agreement, the employee shall have the choice of taking any remaining payment in a lump sum
or transferring the amount into his/her 457 deferred compensation plan.

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

- A. The City agrees to continue to provide health insurance for employees and their dependents. Plan design changes beginning on July 1, 2022 are detailed in Appendix D. 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:

	July 1, 2021 (Current)	Effective July 1, 2022
Single	15% of City's Cost (Wellness discount applied)	16% of City's Cost (Wellness discount applied)
	19% of City's Cost (No discount)	20% of City's Cost (No discount)
Single +1, Single + Child, or Single + Spouse	15% of City's Cost (Wellness discount applied)	16% of City's Cost (Wellness discount applied)
	19% of City's Cost (No discount)	20% of City's Cost (No discount)
Family	15% of City's Cost (Wellness discount applied)	16% of City's Cost (Wellness discount applied)
	19% of City's Cost (No discount)	20% 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, Single + Spouse, Single + Child 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 30, 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 1.5% 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 2.0% 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 2.5% 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 3.0% 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: Compensatory time, holiday pay, vacation time, retirement pay, and one-half of accrued unused sick leave as per Article 41 section (a) of the current CBA.

Prior to November 1st of each City calendar/fiscal year, the Union may present any changes or revisions to the City for the RHF plan, which will be effective on January 1st of the new City calendar/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. Employees shall be responsible for RHF administrative fees. The Union's agreement to authorize the exclusion of participation amounts above, is for 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.

1816 In the event no agreement is reached within 60 days from the ruling or the change in the
1817 law, either party may submit the dispute to Interest Arbitration as provided for in Section
1818 14 of the IPLRA except that mediation shall be waived and the Arbitrator shall be
1819 selected using the procedures provided for in Article 36, Step 4 of this Agreement.

- 1820
1821 D. The City shall make available to employees a voluntary comprehensive medical physical
1822 similar to physicals given to new hire Firefighters. The City agrees that reports of
1823 Firefighter physicals shall respect Firefighter privacy rights and limit information of
1824 results to: "Fit For Duty," "Not Fit For Duty." If not fit for duty the employer is entitled
1825 to additional medical information necessary to determine the availability of employee for
1826 work assignments.

1827 When an employee is restricted from duty as a result of a determination made by a City
1828 medical provider, the responsibility for lost time shall be the responsibility of the City if
1829 the employee's physician certifies it is a preexisting non-disabling condition. If it is a
1830 new condition, the procedure of Article 41, D (4) shall apply.

- 1831
1832 E. The Employer shall continue to make available the existing Section 125 Cafeteria Plan
1833 and the City's existing EAP plan.

- 1834
1835 F. New Health Plan Design Changes

1836 Effective for the Health Plan year beginning July 1, 2018, the City may make changes to
1837 the health plan design provided that the health plan design shall be equivalent to the
1838 health plan design for non-union employees, except that the maximum employee cost
1839 shall not exceed the maximum amounts listed in Appendix D.

- 1840
1841 G. Wellness Participation and Discounts

1842 The City may waive this requirement only for the initial period between the employee's
1843 hire date and the first July 1 of his career if the City determines, in its sole discretion, that
1844 establishing the requirements for the Wellness Discount would be unnecessarily
1845 duplicative.

1846
1847 In order to be eligible for application of a Wellness Discount, employees (and spouses
1848 who are in the City's health plan) must participate in the annual Wellness Program as
1849 designated by the Human Resources Department. To achieve the discount, all participants
1850 (and their spouses who participate in the City health plan) must meet either the primary
1851 or the alternative requirements of the wellness program. It is the City's responsibility to
1852 determine the requirements for the Wellness Discount.

1853
1854 Prior to April 30 of each year, the City will inform the Union Executive Board of planned
1855 changes to the City of Wheaton's Health Insurance Program, including the City's
1856 Wellness Incentives/Program and Employee contribution rates.

1857
1858
1859 **ARTICLE 34**
1860 **LIFE INSURANCE**

1861
1862 Employees shall be afforded a fifty-thousand (\$50,000) dollar life insurance plan.
1863
1864

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.

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

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

B. Disciplinary Action

Any disciplinary action or measure other than an oral reprimand imposed upon an employee may be appealed exclusively through the grievance procedure. The employee may file a written reply to any oral or written reprimand. However, if the City seeks to use the oral and/or written reprimand for the imposition of more severe discipline, the merits of the oral and/or written reprimand may be raised by the employee.

Disciplinary actions or discharge of a probationary employee shall not be subject to the grievance and arbitration procedures in Article 36 of this Agreement. 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. The disciplinary decision of the Fire Chief, or his designee, shall be deemed final, subject only to appeal through the grievance procedure in Article 36 of this Agreement.

C. Notice to Union

The Employer agrees to provide a copy of all oral, written, 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. With regard to

suspensions and discharges, the parties agree to an alternative form of due process than that provided in 65 ILCS 5/10-2.1-17, and hereby acknowledge that, pursuant to its home rule authorities, the City has authorized the Fire Chief to have the authority to issue suspensions in excess of five (5) calendar days, not to exceed thirty (30) calendar days, and to discharge firefighters included in the bargaining unit. In the event a suspension or discharge is imposed, the employee has seven (7) calendar days after service of the discipline to notify the Union of his or her desire to appeal the suspension through the grievance procedure. The Union shall have seven (7) calendar days to notify both the employee and the Fire Chief as to whether the Union will appeal the discipline through the grievance procedure. If the Union decides to file a grievance, the grievance shall be initiated at Step 3 of the grievance procedure within seven (7) calendar days after the Union notifies the employee and Fire Chief of the decision to process the grievance.

G. Reservation of Rights

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

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 Assistant Chief – Administration 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 one hundred nine (109) hours. No more than one time per year, an employee may submit a request to cash out accrued, unused compensatory time due to special circumstances. Such requests will be considered by the Fire Chief or his designee on a case-by-case basis.

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

2120 following parameters:

- 2121
- 2122 1. All requests for Compensatory Time and Personal Time shall be submitted via electronic
- 2123 notification to the Chief, Shift Commander or Acting Shift Commander (working the day
- 2124 the request is submitted).
- 2125
- 2126 2. All requests for Compensatory Time and Personal Time shall be submitted at least twelve
- 2127 (12) hours prior to the start of the shift of the time off being requested.
- 2128
- 2129 3. In the event of a special circumstance, requests submitted with less than twelve (12) hours
- 2130 notification shall be considered and mutually agreed upon by the employee and the Fire
- 2131 Chief, Shift Commander or Acting Shift Commander.
- 2132
- 2133 4. Any Compensatory Time and Personal Time off request of less than twelve (12) hours is
- 2134 not guaranteed to be granted unless noted in number 3 of this article.
- 2135
- 2136 5. Requests will not be considered unless the Compensatory Time has been earned prior to
- 2137 the request being made.
- 2138
- 2139 6. Properly submitted Compensatory Time Off or Personal Time request comprised of a block
- 2140 of time twelve (12) or more hours shall be covered as outlined in Article 26 and Section
- 2141 7 of this Article. If multiple requests are submitted, guaranteed time slots will be
- 2142 covered based upon the order (date/time) in which the requests were received. The
- 2143 employer will make reasonable efforts to cover any additional non-guaranteed
- 2144 Compensatory Time and Personal Time requests.7. If no Kelly days or Vacation leaves
- 2145 are scheduled, there shall be no more than the guaranteed leaves outlined in Article 26
- 2146 permitted in any combination of compensatory time and personal days.
- 2147

2148
2149 **ARTICLE 39**
2150 **SHIFT TRADES**

2151
2152 A. **Limitations**

- 2153 1. Employees shall have the right to exchange scheduled duty time, in whole or part, when
- 2154 the change does not interfere with the operation of the Fire Department. An electronic copy
- 2155 of all duty trades shall be filed with the Fire Chief, Shift Commander or Acting Shift
- 2156 Commander within a reasonable amount of time before the date of Trade.
- 2157 2. Employees may only exchange shifts with employees within the same rank, except with
- 2158 the approval of the Fire Chief, Shift Commander or Acting Shift Commander.
- 2159 3. Employees filing five (5) consecutive trade days must receive approval of the Fire Chief,
- 2160 Shift Commander or Acting Shift Commander.
- 2161 4. The working time of a shift trade may not cause the employee to work in excess of the
- 2162 maximum consecutive hours stated in Article 26.
- 2163

2164 B. **Recording of Shift Exchanges**

2165 It is the employee's responsibility to submit an electronic (TimePro) request.

2166
2167 C. **Availability for Overtime**

2168 Employees that have agreed to work the duty trades shall not be available to be called for

2169 overtime for that day, unless the time frame of the duty trade and the time frame of the overtime

2170 do not overlap.

2171
2172 D. Responsible Party Due to Illness, Etc.

2173 Employees that have agreed to work the trade shift that cannot fulfill that duty due to illness,
2174 injury (non-job-related), etc., shall be considered sick, and their sick leave shall be charged for
2175 the replacement.

2176
2177 E. Responsibility of Pay-Back

2178 Duty trades shall be the responsibility of the employees involved.
2179

2180
2181 ARTICLE 40
2182 VACATION LEAVE
2183

2184 A. Accrual

- 2185 1. No employee may use any vacation time until he/she has completed six (6) full months of
2186 consecutive full-time employment.
2187
2188 2. During the first four (4) calendar years of service, employees are eligible for five (5)
2189 workdays of vacation per year.
2190
2191 3. Beginning with the fifth (5th) year of service, employees are eligible for seven and one half
2192 (7.5) workdays of vacation per year.
2193
2194 4. After the fifth (5th) year of employment, employees accrue an additional one-half (1/2) day
2195 of vacation for each additional year of service, but not to exceed five more days (maximum
2196 of twelve and one half (12.5) vacation days earned per year).
2197
2198 5. For the purposes of determining vacation eligibility, the employee's date of employment,
2199 not the calendar year, controls.
2200
2201 6. All vacation days shall be taken by the end of the calendar year in which they are to be
2202 scheduled or they will be lost. However, any remaining vacation hours ~~less than~~ twelve
2203 (12) hours or less can be carried over to the following calendar year. Employees who are
2204 unable to take their scheduled vacation leave due to incapacity because of injury or illness,
2205 shall be entitled to reschedule their vacation leave to unused slots, or carry unused vacation
2206 over to the next calendar year.
2207

2208 B. Bidding

- 2209 1. Two (2) bargaining unit members shall be allowed to schedule vacation leave per shift
2210 during vacation bidding. If a shift day has no Kelly Day scheduled, a 3rd vacation leave
2211 shall be allowed. This 3rd vacation leave may be selected in vacation bidding.
2212 Vacation leave may be selected in twelve (12) or twenty-four (24) hour slots of time
2213 per shift. Employees must schedule 60% of their vacation leave in twenty-four (24)
2214 hour shifts. A Block of leave is defined as a minimum of twelve (12) hours and/or up to
2215 the employee's full allotment of vacation leave, in 12-hour increments. A Block of
2216 leave is consecutive days/hours without a gap in scheduled time off. A Block of leave
2217 shall not include Shift Trade days but may include Kelly Days and/or Kelly Trade
2218 Days.
2219
2220 2. Employees shall schedule between October 15th and December 15th a minimum of one
2221 half (1/2) accrued vacation to be earned for the subsequent year. Vacation selection will

be determined by seniority. In the first round of vacation selection, each bargaining unit member may select two (2) Blocks of leave. Each additional round of vacation selection will consist of one (1) block of leave. Rounds will continue until all employees have stated they are done, or until December 15th at 22:00 hours. Each employee shall pick each round within 7 calendar days, and, if not completed within this timeframe, the employee forfeits their pick.

3. For the purposes of scheduling, in accordance with the employee's 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.

4. All Vacation time selected in the bidding process shall be submitted via current electronic time attendance system to the Shift Commander or Acting Shift Commander prior to January 1st.

C. Scheduling

1. Beginning January 1st, employees may schedule vacation day(s) to be accrued on a first come first serve basis in twenty-four (24) hour blocks or twelve (12) hour blocks. Employees must schedule 60% of their vacation leave in twenty-four (24) hour shifts. Employees shall complete selection of vacation day(s) by June 15th.
2. Any cancellation of vacation leave, shall be rescheduled, as long as the rescheduled time is not less than twelve (12) hours, the time is available and the request is made at least seventy-two (72) hours prior to the scheduled vacation leave.
3. On December 15th at 22:00 hours, employees shall be able to submit requests for Personal and Compensatory leaves for the upcoming year on a first come first serve basis. Personal and Compensation time may also be combined w/ a remaining small block of vacation time to be accrued (less than 12 hours) to total a block of (12)hours, (Subject to requirements of B-1 of this Article).

D. 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.

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

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

2273 accumulation of sixty (60) days, sick leave shall be credited at the rate of one-half (.5) day for
2274 each two full months of service.

2275
2276 B. Thirty Day Bank

2277 Full time sworn members of the Fire Department who have utilized all of the earned sick days
2278 may on a one-time basis only, draw upon a bank of thirty (30) days. This thirty (30) day bank
2279 would be available on a one-day basis until such time as the thirty (30) days were utilized.
2280 This bank of days will not count towards any monetary payout for sick leave at the end of the
2281 sworn employee's career.

2282
2283 C. Use

2284 1. Sick leave shall not be considered a privilege which an employee may use at the employee's
2285 discretion, but shall be allowed only in case of actual sickness or disability of the employee.
2286 Sick leave may also be granted to meet medical or dental appointments which cannot
2287 reasonably be scheduled during non-working hours, and in the event of an illness or injury
2288 of an immediate family member which requires the presence of the employee.

2289
2290 1. The Fire Chief (or his/her designee) may send an employee home on sick leave if, in the
2291 opinion of the Fire Chief (or his/her designee), the employee appears ill and threatens the
2292 health of other employees.

2293
2294 2. Sick leave may be advanced to employees by the Fire Chief (or his/her designee) if in the
2295 Fire Chief's (or his/her designee's) opinion such advancement is justified. The Fire Chief
2296 shall provide the Director of Human Resources with a memorandum describing in
2297 reasonable detail the rationale for approval.

2298
2299 D. Sick Leave Requests

2300 1. Emergency sick leave requests shall be made by contacting the on-duty Shift Commander.
2301 Scheduled sick leave requests shall be made via a TimePro request with notification made
2302 to the on-duty shift commander.

2303
2304 2. A certificate will be required for a single day absence only when there is a pattern of sick
2305 leave usage which indicates abuse, or whether there is other evidence indicating abuse.

2306
2307 3. As mutual protection for the Employer and the employee, the Fire Chief (or his/her
2308 designee) may require an employee to submit to a complete physical examination by a
2309 physician designated by the Employer prior to an employee's return to work. The cost of
2310 such physical examination is the responsibility of the employee, but may be paid for by the
2311 Employer upon the approval of the responsible City official.

2312
2313 4. The Fire Chief (or his/her designee) may require an employee who is off on sick leave to
2314 submit a physician's certificate which indicates the specific nature of the illness or injury
2315 and prognosis as to the earliest date when the employee will be able to return to work. The
2316 Fire Chief (or his/her designee) may require an employee to have the physician's certificate
2317 updated. Any cost(s) associated with providing a physician's certificate are the
2318 responsibility of the employee.

2319
2320 E. Sick Leave Buy Back

2321 If an employee desires, he/she may buy back a maximum of one (1) sick day per calendar
2322 year. The amount of Sick Leave bought back will then be deducted from the unused Sick
2323 Leave earned and any remaining days will accumulate with those of previous years.

2324 Payment shall be made at the employee's present rate of pay at his/her time of the buy-
2325 back. Employees that have used between zero (0) hours and 36 hours of sick leave in the
2326 past year are eligible to buy-back 24 hours of sick time. For employees that have used
2327 between 37 hours and to 72 hours of sick leave in the last calendar year, he/she is eligible
2328 to buy-back 12 hours of sick time.
2329

2330 For the purpose of determining the number of sick days used in a year, the twelve (12)
2331 month period will run from November 1 to October 31. New employees will be required
2332 to wait until November 1st to begin eligibility for this program. Employees will be required
2333 to notify the Fire Chief (or his/her designee) in writing by the November deadline if they
2334 wish to participate in this program. Employees shall receive his/her buy back check with
2335 his/her paycheck on or around December 10.
2336

2337 F. Sick Leave Donation

- 2338 1. In the event that a bargaining unit employee has depleted all available leaves and still
2339 requires additional time off due to non-work-related personal illness or injury, the
2340 employee may make a written request to the Fire Chief requesting sick leave
2341 donations (accrued, not from Sick Bank) of fellow bargaining unit members, not to
2342 exceed a total amount of 240 consecutive shift hours. All additional requirements set
2343 forth in the City of Wheaton Employee Manual regarding the Employee Sick Leave
2344 Bank, not addressed within the provisions of this agreement, shall be followed. Such
2345 requests must receive final approval by the City Manager on a case-by-case basis and
2346 will not set precedent for any future said requests.
2347

2348 ARTICLE 42
2349 FUNERAL LEAVE
2350

2351 In the event of death in the family (defined as the employee's legal spouse, mother-in-law, father-
2352 in-law, child, son-in-law, daughter-in-law, parent, grandparent, brother, sister, cousin, grandchild,
2353 brother-in-law, sister-in-law, parent of spouse, grandparent of spouse, niece, nephew, aunt and
2354 uncle), and any other person dependent on the employees care, an employee shall receive off, with
2355 pay, the day of the death (if on-duty) plus twenty-four (24) hours of duty, if required, and approved
2356 by the Fire Chief, for matters in direct relation to the death. The Fire Chief or his
2357 designee may grant additional time off (unpaid, vacation, compensatory time or personal leave) if
2358 there is a need for more time. This time shall not be unreasonably denied.
2359
2360

2361 ARTICLE 43
2362 COURT LEAVE / JURY DUTY
2363

2364 A. Court Leave

2365 The Employer shall grant leave to an employee for the period of time he/she is required to
2366 appear before a court, judge, justice, or coroner as a plaintiff, defendant, or witness, on any
2367 matter arising out of the employee's performance of his duties with the Employer. The
2368 employee shall be released from duty without loss of pay for such appearances which occur on
2369 scheduled duty days, and shall be compensated at time and one-half of their regular hourly rate
2370 of pay for such appearances which occur on scheduled days off. The employee shall
2371 immediately notify the Fire Chief (or his designee) as soon as they receive a notice to appear
2372 as a plaintiff, defendant, or witness. Employees shall not exercise the rights in this Section if
2373 an employee or the Union is in litigation against the Employer and the employee is subpoenaed
2374

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. 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, 2021 and shall continue in full force and effect until April 30, 2025 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.

2426 B. Any retroactive pay shall be on a separate check from normal salary.

2427

2428

2429 IN WITNESS WHEREOF, the parties hereto have affixed their signature, this the 16th
2430 day of AUG, 2021.

2431

2432

2433

2434

2435 FOR THE UNION:

2436

2437

2438 President

2439

2440

2441 Vice President

2442

2443

2444 Treasurer

2445

2446

2447 Secretary

2448

2449

2450 Sergeant-at-Arms

FOR THE CITY:

Mayor

City Clerk

APPENDIX A
SALARY SCHEDULE

FIREFIGHTER

	5/1/2021	5/1/2022	5/1/2023	5/1/2024	5/1/2025
Start	\$ 71,671	\$ 73,284	\$ 74,933	\$ 76,619	\$ 78,151
Step 1	\$ 78,650	\$ 80,420	\$ 82,229	\$ 84,080	\$ 85,761
Step 2	\$ 83,365	\$ 85,241	\$ 87,159	\$ 89,120	\$ 90,902
Step 3	\$ 88,370	\$ 90,359	\$ 92,392	\$ 94,471	\$ 96,360
Step 4	\$ 93,673	\$ 95,780	\$ 97,935	\$ 100,139	\$ 102,142
Step 5	\$ 99,293	\$ 101,527	\$ 103,811	\$ 106,147	\$ 108,270
Step 6	\$ 103,265	\$ 105,588	\$ 107,964	\$ 110,393	\$ 112,601

LIEUTENANT

Step 1	\$ 112,946	\$ 115,487	\$ 118,086	\$ 120,742	\$ 123,157
Step 2	\$ 114,074	\$ 116,641	\$ 119,265	\$ 121,949	\$ 124,388
Step 3	\$ 115,760	\$ 118,365	\$ 121,028	\$ 123,751	\$ 126,226
Step 4	\$ 117,168	\$ 119,804	\$ 122,500	\$ 125,256	\$ 127,761
Step 5	\$ 121,852	\$ 124,594	\$ 127,397	\$ 130,263	\$ 132,869

APPENDIX B
PROMOTIONAL POTENTIAL RATING

City of Wheaton Fire Lieutenant Selection Process

Lieutenant Candidate Name: _____

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

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

Total Score out of 100 points = _____

Evaluator Printed Name

Evaluator Signature

Date

APPENDIX C
FACTORS IN CHIEFS POINTS

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

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

Total of Above Scores: _____ Divided by 8 = _____

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

Evaluator Printed Name

Evaluator Signature

Date

APPENDIX D
HEALTH INSURANCE PLAN DESIGN CHANGES AND LIMITS

PPO Plan Design Limits

Maximum Allowed	2021-2022 Actual		2022-2023 Max		2023-2024 Max	
Benefits	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Deductible (Single)*	\$750	\$1,200	\$800	\$1,600	\$850	\$1,700
Deductible (Family)*	\$1,500	\$2,400	\$1,600	\$3,200	\$1,700	\$3,400
Out-of-Pocket Max (Single)*	\$1,850	\$4,000	\$2,000	\$4,000	\$2,500	\$5,000
Out-of-Pocket Max (Family)*	\$3,700	\$8,000	\$4,000	\$8,000	\$5,000	\$10,000
Office Visit Copay	\$20	N/A	\$20	N/A	\$25	N/A
Specialist Visit Copay	\$30	N/A	\$40	N/A	\$40	N/A
Urgent Care Copay	\$50	N/A	\$75	N/A	\$75	N/A
ER Copay**	\$150		\$175		\$175	
Prescription Copay	10%/25%/30%		10%/25%/30%		10%/25%/30%	

Maximum Allowed	2024-2025 Max		2025-2026 Max		2026-2027 Max	
Benefits	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Deductible (Single)*	\$900	\$1,800	\$950	\$1,900	\$1,000	\$2,000
Deductible (Family)*	\$1,800	\$3,600	\$1,900	\$3,800	\$2,000	\$4,000
Out-of-Pocket Max (Single)*	\$3,200	\$6,400	\$3,800	\$7,600	\$4,000	\$8,000
Out-of-Pocket Max (Family)*	\$6,400	\$12,800	\$7,600	\$15,200	\$8,000	\$16,000
Office Visit Copay	\$25	N/A	\$25	N/A	\$25	N/A
Specialist Visit Copay	\$40	N/A	\$50	N/A	\$50	N/A
Urgent Care Copay	\$100	N/A	\$100	N/A	\$100	N/A
ER Copay**	\$200		\$200		\$200	
Prescription Copay	10%/25%/30%		10%/25%/30%		10%/25%/30%	

*Does not include Deductible

**Copay is waived if person is admitted

HMO Plan Design Limits

	2021-2022 Actual	2022-2023 Max	2023-2024 Max
Benefits	In/Out Network	In/Out Network	In/Out Network
Deductible (Single)	N/A	N/A	N/A
Deductible (Family)	N/A	N/A	N/A
Out-of-Pocket Max (Single)	N/A	N/A	N/A
Out-of-Pocket Max (Family)	N/A	N/A	N/A
Office Visit Copay	\$20	\$20	\$25
Specialist Visit Copay	\$30	\$40	\$40
Urgent Care Copay	N/A	N/A	N/A
ER Copay **	\$150	\$175	\$175
Prescription Copay	10%/25%/30%	10%/25%/30%	10%/25%/30%

	2024-2025 Max	2025-2026 Max	2026-2027 Max
Benefits	In/Out Network	In/Out Network	In/Out Network
Deductible (Single)	N/A	N/A	N/A
Deductible (Family)	N/A	N/A	N/A
Out-of-Pocket Max (Single)	N/A	N/A	N/A
Out-of-Pocket Max (Family)	N/A	N/A	N/A
Office Visit Copay	\$25	\$25	\$25
Specialist Visit Copay	\$40	\$50	\$50
Urgent Care Copay	N/A	N/A	N/A
ER Copay **	\$200	\$200	\$200
Prescription Copay	10%/25%/30%	10%/25%/30%	10%/25%/30%

*Does not include Deductible

**Copay is waived if person is admitted

APPENDIX E
ASCERTAINED MERIT FORM

Lieutenant Candidate Name: _____

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

All accompanying documents should be listed in order of chart below, and must include applicable hours.

Criteria	Point Value	Candidates Points
Bachelor's Degree – Fire, EMS or Public Administration Related	3	
Bachelor's Degree – Any field of study	2	
Associates Degree – Fire, EMS or Public Administration Related	2	
Associates Degree – Any field of study	1	
Minimum of 30 hours of college credit but no degree	.5	
Fire Officer II class attendance Advanced Fire Officer	.5 points per class; maximum of 2.5 points	
Attendance at any course work at National Fire Academy in Emmitsburg, Maryland (minimum of 24 hour course)	1 point per class; maximum of 2 points	
University of Illinois FSI course (or equivalent) – 40 or more hour class (Does not include courses resulting in an OSFM certification covered elsewhere in this document).	.5 points per class; maximum of 5 points	
University of Illinois FSI course (or equivalent) – classes of 17-39 hours (Does not include courses resulting in an OSFM certification covered elsewhere in this document).	.25 points per class; maximum of 2.5 points	
University of Illinois FSI course (or equivalent) – classes of 8-16 hours (Does not include courses resulting in an OSFM certification covered elsewhere in this document).	.125 points per class; maximum of 1.25 points	
Specialized Training Certifications and/or Class Completion Hazardous Materials Specialized Rescue Fire Investigator Fire Inspector Dive	See "Specialized Training List" Maximum of 2.5 points	
ACLS, BTLS, PALS (or similar course) attendance	.25 points per class; maximum of 1 point	
Paramedic License (Good Standing)	2 points	
Previous Paramedic License	.5 points	

Specialized Training	Individual Courses and Points for Each	Candidates Points
Hazardous Materials	Technician A - .5 Technician B - .5 Hazardous Materials Incident Command - .5	
Specialized Rescue	Trench Operations - .5 Trench Technician - .5 Rope Operations - Vertical I - .5 Rope Technician- Vertical II - .5 Rescue Specialist - .5 Confined Space Operations - .5 Confined Space Technician - .5 Structural Collapse Operations - .5 Structural Collapse Technician - .5 Vehicle and Machinery Operations - .5 Vehicle and Machinery Technician - .5 Swift Water Rescue - .5 TRT Incident Command - .5	
Fire Investigator	Juvenile/Youth Fire Setter Intervention Specialist - .5 Fire Investigator Module A - .5 Fire Investigator Module B - .5 Fire Investigator Module C - .5 Certified Fire Investigator - .5	
Fire Inspector	Fire Prevention Officer Module A - .5 Fire Prevention Officer Module B - .5 Fire Prevention Officer Module C - .5	
Dive Rescue <i>Courses provided by PADI, Dive Rescue International, or approved by OSFM</i>	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	
WFD Officer Development Program	WFD Officer Development Program Participation - .5 <i>*Members already on Acting Officer List as of start of this contract will automatically be grandfathered and receive these points.</i>	

TOTAL POINTS: _____

Additional Notes (Add supplemental letter if more space needed):

Union Evaluator Initials _____

Chief Officer Evaluator Initials _____

Date _____

