

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 contact 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.



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Philip Suess  
Mayor

Attest:



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Andria Rosedale  
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 B. **Purpose**

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

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

199 C. **Union's Responsibility**

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

205  
206  
207

**ARTICLE 4**  
**GENERAL PROVISIONS**

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

**B. Mailbox**

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

219

**C. Printing and Supplies**

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

225

**D. Union Meetings**

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

230

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

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

235

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

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

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

272  
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274                **ARTICLE 6**  
275                **OUTSIDE EMPLOYMENT**

276  
277        An employee may perform outside work and will notify the Fire chief of such work. Outside work  
278        may be performed to the extent that it does not prevent employees from devoting their primary  
279        interest to the accomplishment of their work for the Employer, or create a conflict between the  
280        private interests of the employee and the employee's official responsibility:

281  
282        A. An employee shall not perform outside work:

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

296  
297        B. Violation of this Article shall be subject to the discipline procedure.

298  
299  
300                **ARTICLE 7**  
301                **NO SOLICITATION**

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

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

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

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

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

336  
337  
338 **ARTICLE 9**  
339 **NO STRIKE AND NO LOCKOUT**  
340

341 A. **No Lockout**

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

344 B. **No Strikes**

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

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

## ARTICLE 10

#### 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.

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412        **ARTICLE 11**  
413        **PRIVILEGE OF APPOINTMENT**  
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417        All members, upon appointment, shall receive any and all documents, badges, cards, required by  
418        the Fire and Police Commission's Rules and Regulations, as those Rules and Regulations may be  
419        amended from time to time.

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423        **ARTICLE 12**  
424        **E.M.S.**  
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429        A. Employees certified (licensed) as Emergency Medical Technicians Paramedic (E.M.T.-P) shall  
430        be entitled to participate in on duty EMT-P in house continuing education classes in order to  
431        maintain their EMT-P certification (license).  
432  
433        B. Employees' EMS records including records related to infection control and blood-borne  
434        pathogens shall be exclusively maintained under the custody and control of the Assistant Chief  
435        - Administration, or a mutually agreed upon union member designee. One Union member shall  
436        be designated and allowed access to Medical Training Records to assist in maintenance of EMS  
437        training certificates.  
438  
439        C. Employees hired on or after December 1, 1991 who are currently IDPH (Illinois Department  
440        of Public Health) licensed at the minimum level of Emergency Medical Technician (EMT)  
441        Basic shall maintain said license throughout their employment with the City of Wheaton Fire  
442        Department. Furthermore, the employer acknowledges its responsibility to provide employee  
443        access to required hours (currently 120 hours in 4-year timeframe) of approved continuing  
444        education in order for the employee to maintain licensure as per IDPH requirements.  
445        Additionally, the employees acknowledge their joint responsibility with the employer to enter  
446        and monitor, within the electronic record keeping system, their individual continuing education  
447        training hours (i.e. hours earned outside of the "regular" training schedule such as specialty  
448        training, on-line continuing education, etc.) associated with re-licensure.  
449  
450        D. The employer further agrees to provide the IDPH minimum required hours of on duty  
451        approved EMS/Fire Rescue training of the Fire Department's current EMS system. Any  
452        remaining hours for re-licensure will be made available through alternative means such as on-  
453        line or in a written form through coordination with their supervisor. Employees needing to  
454        complete hours will be allowed to complete the training while on-duty. Employees who  
455        complete re-licensure hours off duty will not be compensated.  
456  
457        E. The City will pay for all re-licensure fees. In the case of an employee failing to re-licensure,  
458        the employer will work together with the union executive board and the affected employee to  
459        develop a plan of action for the employee so that he/she attains re-licensure.

460  
461  
462        **ARTICLE 13**  
463        **PREVAILING RIGHTS**  
464  
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466        Rights and conditions of employment as specified herein shall be maintained during the term of the  
467        Agreement.

468        1. Maintain S.O.P. regarding house duties, vehicle checks, meal and break period, etc. as

460       described below in the Daily Routine and Work Schedule.

461

462       2. Maintain right to use fire department apparatus to shop for groceries, station supplies, uniforms,

463       while on duty.

464

465       3. Maintain right to operate pop and candy machines in the fire stations.

466

467       4. Maintain right to plug in vehicle block heaters, etc. during extreme weather with the

468       permission of the Shift Commander or Acting Shift Commander or Fire Chief's designee.

469

470       5. Maintain right to use of telephones for personal use with the following provisions:

471

472       a. Employees shall be permitted to use Employer's telephones for personal reasons within

473       reasonable limits as determined by the Fire Chief. This is a privilege and not a right and

474       may be withdrawn by the Fire Chief if abuse occurs or causes interference with work duties.

475

476       b. Long distance calls may be made only with the approval of the Fire Chief (or his

477       designee) at the employee's expense.

478

479       c. Employees are to observe the rules of telephone courtesy on answering or placing calls.

480

481       6. Except for the Employer's Employee Health Leave Bank, fringe benefits including the

482       firefighters thirty (30) day sick bank provided by the City of Wheaton Personnel Manual,

483       which are not otherwise provided under the terms of this Agreement shall be maintained.

484

485       7. Allow Union contract ratification meetings to be scheduled by the Union at Station 38.

486

487       8. The City shall provide and maintain the current Disability insurance for employees not vested

488       in the Pension.

489

490       9. Bargaining Unit Members who are specialty team members, who are required to maintain

491       training hours, shall be able to attend specialized training while off duty/on duty. All attempts

492       shall be made to secure coverage for members requesting on duty replacement so long as no

493       mandatory holdovers occur. It is preferred that specialty team members attend training while

494       off duty.

495

496 **Daily Routine and Work Schedule**

497

498 For the purpose of this policy, 0700 to 1700 hours is to be considered the normal business day. This

499 does not preclude, however, assignments that may require completion after 1700 hours. It is the

500 responsibility of the on-duty Shift Officers to monitor the adherence to this policy.

501

502 A (24) hour tour of duty shall begin promptly at 0700 hours. Personnel are expected to be on time

503 for their assigned tour of duty, including any overtime shift accepted, dressed in proper work

504 uniform by 0715 hours. Personnel are to remain on duty until 0700 hours the following morning or

505 until properly relieved by the oncoming shift person, by position, or unless authorized to leave by

506 a Chief, Shift Commander or Acting Shift Commander or Fire Chief's designee or Shift Lieutenant

507 in charge. When this is done by a Shift Lieutenant immediate notification shall be made to the Shift

508 Commander, or Acting Shift Commander, or Fire Chief's designee.

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

515  
516 It is expected that televisions are not turned on (unless otherwise approved by the Fire Chief, Shift  
517 Lieutenant or Shift Commander or Acting Shift Commander or Fire Chief's designee for a current  
518 special event occurring) during the beginning of the work day 0800 hours to 1700 hours Monday  
519 through Friday and 0800 to noon on Saturdays. The only exception would be during lunch and on  
520 Sundays and Holidays.

521	522 0700 hrs	Report for Duty, turn-out gear on vehicles Lieutenant to communicate with Shift Commander to discuss 523 special events, assignments and daily roster
524	525 0715 hrs	Personnel in uniform
526	527 0730-0800 hrs	Shift briefing of the day's activities by Lieutenant 528 Target solutions quick drills
529	530 0800-1700 hrs	Appropriate vehicle inspections 531 Complete assigned work schedule tasks 532 Training 533 Complete fire inspections/pre-plan assignments 534 Lunch (one hour) 535 Public education assignments 536 Work in assigned areas of responsibility 537 Special work assignments as assigned 538 Physical exercise 539 * <i>May be allowed earlier in day due to scheduled activities.</i>
540	541	NOTE: Department personnel should respect their position of employment with the 542 Wheaton Fire Department. Likewise, family and friends should also respect your 543 professional position. Unnecessary phone calls (other than emergencies) or 544 extended visits to the station (other than unscheduled visits by the public) during 545 the work day or extended visits to a station on a regular basis, thereby interrupting 546 the work day, shall be prohibited.

547  
548 All department personnel are encouraged to participate in Department sanctioned physical exercise  
549 while on duty. The following policies shall govern physical exercise participation while on duty:  
550

551  
552 1. Only Fire Department sanctioned work-out clothing may be worn during physical  
553 exercise. Additionally, if a fire response occurs, personnel shall wear bunker pants over  
554 their gym shorts.

555  
556 2. Gym shorts, sweat clothes, running shoes or gym shoes shall not be worn at any time  
557 other than during physical exercise. Immediately following the completion of physical  
558 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

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

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

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

## ARTICLE 15

### LAY-OFFS

#### A. Lay-offs

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

## B. Recall

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

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

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

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696 **ARTICLE 17**

697 **RULES AND REGULATIONS COMMITTEE**

698

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.

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.

718 **ARTICLE 18**

719 **JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE**

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.

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

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

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

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.

754 **ARTICLE 19**  
755 **SAFETY, HEALTH AND WELFARE**

756 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

762 under this clause is limited to one hundred fifty (\$150) dollars.  
763

764 B. Inoculation and Immunization

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

772 C. Extreme Weather

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

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779 **ARTICLE 20**  
780 **JOB DUTIES**  
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782 The members of the bargaining unit will continue to perform those duties sworn employees have  
783 performed in the past for the Employer, as well as any duties reasonably related to those duties.  
784 Sworn employees will not be required to perform any duties requiring the services of an electrician,  
785 mechanic, plumber, carpenter, or painter.

786  
787  
788 **ARTICLE 21**  
789 **INSPECTIONS**  
790

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

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

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

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

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**ARTICLE 22**  
**PROMOTIONS**

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**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.

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

859

860 2. Seniority Points

861 Seniority points shall be computed as of the due date of the application. Points shall be  
862 awarded on the following basis: one-half a point (.5) for each year of service, one-quarter  
863 a point (.25) for a half year (182 days) in a sworn position on the Wheaton Fire  
864 Department up to a maximum of twenty-five (25) years.

865

866 3. Ascertained Merit

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

869

870 **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>

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

874

875 **Notes and Clarification:**

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

878

879 FF II or Basic Operations Firefighter  
880 Fire Apparatus Engineer  
881 FFIII or Advanced Firefighter  
882 Hazardous Materials Operations  
883 Hazardous Materials Awareness  
884 NIMS 100, 200, 700  
885 Emergency Medical Technician – Basic  
886 Fire Service Vehicle Operator

887

888 **College Credit**

889 a. College credit is not cumulative. Credit will only be given one time for the highest  
890 point value achieved. (*Example: If a firefighter has a Bachelor's Degree in Fire*  
891 *Department Administration he/she will only receive 3 points total*).

892 b. College credits will be awarded once per diploma, once per degree level and only at  
893 the highest level.

894

895 **Examples (applies to Lieutenant):**

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

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

902

903 **Fire Officer Credit**

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

907

908 **Application for Ascertained Merit**

909 a. It shall be the officer candidate's responsibility to submit the completed Ascertained  
910 Merit Form (Appendix E) for Ascertained Merit Credit to the Fire Chief or the Fire  
911 Chief's designee. This request shall include all appropriate documentation such as  
912 college diploma, college transcripts, OSFM certificates, University of Illinois FSI  
913 certificates of completion, etc. Where applicable, documentation shall indicate course  
914 description, syllabus and number of hours. If applicable documentation does not  
915 include hours, no points will be awarded.

916 b. An "Ascertained Merit/Promotional Potential Rating Panel" shall be established and  
917 shall consist of two Chief Officers designated by the Fire Chief, one union officer not  
918 involved in the promotional process (if available) and one other union member not

922 involved in the promotional process. One member of the panel shall be designated as  
923 the Chairman of the "Ascertained Merit/Promotional Potential Rating Panel." A  
924 simple majority is required to award credit for each request.  
925

926 c. The Ascertained Merit Review Panel shall award as many points as are satisfactorily  
927 documented, to a maximum of ten (10) points. Documentation shall be maintained  
928 indicating what specific diplomas, certificates and classes were used during the  
929 promotion process. A written response shall be given to the officer candidate.  
930

931 E. Subjective Evaluation

932 1. Assessment Center

933 An independent vendor who will use a panel of qualified impartial fire officers from  
934 other public sector jurisdictions with similar work experience to fire officers  
935 (municipalities) shall conduct the Assessment Center. The design of the assessment  
936 center shall follow the Guidelines and Ethical Considerations for Assessment Center  
937 Operations of the International Taskforce on Assessment Center Guidelines.  
938

939 Panel Members

940 The vendor shall use a panel of fire officers from other jurisdictions similar to the  
941 Wheaton Fire Department or fire officers with similar work experience to fire  
942 officers in the Wheaton Fire Department. To ensure this practice, the Wheaton Fire  
943 Department shall request a panel consisting of a number of names which shall be  
944 equal to at least two and one-half (2 ½) the number of panel members required for  
945 their interview process. The Union shall have the right to review the use of the panel  
946 submitted and grieve such list if it does not comport with the requirements of this  
947 paragraph. Qualifications for panel members and the procedure for obtaining panel  
948 members shall be in compliance with statutory requirements in effect at the time the  
949 panel is formed. Both the Union and the Fire Chief shall alternately strike names  
950 from the list provided by the (Company) until such time that the required number of  
951 panel members remains on the list. The order of striking names shall be determined  
952 by a coin flip.  
953

954 The Assessment Center shall include the following assessment techniques:  
955

956 Lieutenant Exam:

957 Interview Simulation Exercise  
958

959 Written Problem Exercise  
960

961 Oral Presentation Exercise  
962

2. Board of Police and Fire Commissioner's Interview

963 The Board of Police and Fire Commissioners shall conduct an individual oral interview  
964 with each candidate. Questions asked during the oral interview shall be structured and  
965 applied uniformly for all candidates and shall be designed to enable the Board of Police  
966 and Fire Commissioners to assess the candidate's qualifications and abilities to  
967 discharge the duties of the rank in question.  
968

969 3. Promotional Potential Rating

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

973 Lieutenant, by the deadline set by the Fire Chief. Such members shall award points  
974 based on the following job-related merit criteria uniformly applied to all candidates:  
975 emergency performance, leadership, teamwork and ethics and values using a points  
976 scale. Each member participating in the Promotional Potential Rating process shall  
977 submit a signed rating sheet containing his/her assignment of points on the listed  
978 criteria to the Chairman of the "Ascertained Merit/Promotional Potential Rating  
979 Panel." The average of points awarded to each candidate shall be posted by the  
980 Director of Human Resources or designee, according to a confidential candidate  
981 identification number.

982

983 4. Chiefs' Points

984 All Wheaton Fire Department Chief Officers shall award points based on job-related  
985 merit criteria uniformly applied to all applicants (per Appendix C). Each Chief Officer  
986 participating in the Chiefs' Points shall submit a signed rating sheet containing his/her  
987 assignment of points on the listed criteria to the Fire Chief. The average of the points  
988 awarded to each candidate shall be posted at the same time as the Promotional Potential  
989 Rating points are posted, according to a confidential candidate identification number.  
990 Each candidate shall have the right to their score on this component at the time of  
991 posting.

992

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

994

995 1. No candidate for promotion shall "fail" based on their score for any one component  
996 of the testing process. A candidate will qualify for the list based on a cumulative  
997 score of 70% or better after all components have been scored.

998 2. Each component of the promotional test shall be scored on a scale of 100 points.  
999 The component scores shall then be reduced by the weighting factor assigned to  
1000 the component on the test and the scores of all components shall be added to  
1001 produce a possible total score of 100 points. Candidates shall then be ranked on  
1002 the list in rank order based on the highest to the lowest points scored on all  
1003 components of the test. Such ranking shall constitute the interim promotional list.

1004 3. The scores for each component of the promotional process shall be confidentially  
1005 disclosed to each candidate as soon as practicable after the component is  
1006 completed. In addition, the scores of all candidates shall be posted as soon as  
1007 practicable after the component is completed and after each candidate has received  
1008 their score, but shall be done in such a way as to not personally identify any given  
1009 candidate (e.g. number assigned prior to the first testing component). After all  
1010 components of the promotional process have been completed, the scores for each  
1011 candidate shall be tallied and a promotion list shall be prepared by the Board of  
1012 Police and Fire Commissioners and one Union representative not involved in the  
1013 promotional process. The promotion list shall be posted at each fire station listing  
1014 in rank order from highest to lowest the scores of all candidates whose scores for  
1015 all components of the promotional process are 70% or better.

1016 4. Veteran's Preference Points: (50 ILCS 742/55) – A candidate on a preliminary  
1017 promotion list who is eligible for veteran's preference under any law or agreement  
1018 applicable to an affected department may file a written application for that  
1019 preference within 10 days of the posting of the preliminary ranking list of  
1020 candidates from highest to lowest point scores after all components of the testing  
1021 process are complete. Additional points shall be awarded per the rules outlined by  
1022 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

1078 Each employee shall, at the time of hire, be furnished with the following protective equipment.  
1079 including but not limited to; (one (1) of each) whereby the Employer shall bear the cost of such  
1080 items: Helmet, Nomex hood, Bunker coat, Bunker pants, boots, Rated self-rescue belt with  
1081 approved self-rescue equipment, hand light, and two (2) pair of gloves. Employer shall replace  
1082 above equipment at Employer's cost as needed. Above equipment and any other equipment  
1083 furnished by the Employer shall conform to current N.F.P.A. standards.

### B. Station Uniform

1086 Embroidery of candidate's name and badge number will occur after successful completion of  
1087 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

1102 One (1) class "A" uniform which shall include; pants, blue long sleeve shirt, blouse, dress cap  
1103 with cap badge, dress belt, one pair of patent leather shoes (or a suitable substitute), tie.

1105 Class "A" uniforms will be provided once candidate has successfully completed probation.

## D Bedding

1108       D. Bedding  
1109       Each employee shall, at the time of hire, be furnished with the following bedding; the Employer  
1110       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 **ARTICLE 25**  
1186 **LONGEVITY PAY**

1187

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 **ARTICLE 26**  
1194 **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 7<sup>th</sup>, 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 ( $\frac{1}{2}$ ) 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 E. Regular Overtime Hours

1234 An employee working any hours on duty in addition to the regular hours as defined in Section  
1235 B of this Article shall be compensated for such overtime hours at the rate of one and one-half  
1236 (1.5) his/her straight time hourly rate.

1237 F. Kelly Day Trades

1238 Kelly days may be traded between Employees of the same shift provided staffing requirements  
1239 referenced Article 40 Section B-1 are maintained. Kelly days may not be canceled.

1240 G. Scheduling

1241 There shall be no more than the following guaranteed leaves per shift for  
1242 Firefighters/Lieutenants:

1243 1. Vacation Leave #1 (only one bargaining unit member)  
1244 2. Vacation Leave #2 (only one bargaining unit member)  
1245 3. Kelly Day/Kelly Trade  
1246 a. Vacation Leave #3, in lieu of Kelly Day or Kelly Trade (only one bargaining unit member)  
1247 4. Compensatory/Personal Time (per Article 38)

1248 Clarification: Guaranteed leave is, leave that the employer will cover via mandatory holdover  
1249 if no employee voluntarily accepts the overtime coverage for such leave. Non-guaranteed leave  
1250 is Compensatory and/or Personal leaves which are submitted in excess of the above defined  
1251 four (4) slots off each duty day, which will not result in the mandatory holdover procedure if  
1252 an employee does not voluntarily accept such overtime.

1253 If no Kelly days or Vacation leaves are scheduled, there shall be no more than the above  
1254 guaranteed leaves permitted in any combination of compensatory time and personal days,  
1255 submitted by single/multiple employees according to Article 38, in an amount not to exceed  
1256 96 total shift hours. If no Kelly Day is scheduled, a 3<sup>rd</sup> vacation leave shall be allowed. This  
1257 leave may be picked in vacation bidding in accordance with Article 40.

1258 H. Orientation of New Employees

1259 For the orientation and training of new employees, the City may implement a regular forty-  
1260 hour work week for a period not to exceed six (6) months. Employees on this schedule shall  
1261 continue to be paid their annual salary in accordance with Article 24(A).

1262 I. Light or Restricted Duty

1263 Employees who are on a physical or mental disability or have suffered an injury or illness on  
1264 or off duty and cannot perform all the required and normal tasks of their position may be placed  
1265 on restricted duty.

1266 The City may require an employee who is on sick leave or Workers' compensation leave to  
1267 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 b) Under no circumstances will an employee perform restricted duty longer than  
1287 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 3. For the purpose of light duty the employee shall have the choice of staying on a 24-hour  
1295 shift schedule or a forty (40) hour work week. Employees on this schedule will be paid  
1296 their regular salary in accordance with Article 24 (A); any hours worked during this time  
1297 period exceeding forty (40) per week shall be compensated at the employee's overtime  
1298 rate. Such work schedule shall normally consist of consecutive days Monday through  
1299 Friday from 8:00 p.m. to 5:00 p.m. with a one-hour unpaid lunch period. The employer and  
1300 the employee, with the agreement of the Union, may arrange flex time schedules provided  
1301 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.

1310

1311

1312

ARTICLE 27  
OVERTIME DISTRIBUTION

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

1328 A. All overtime worked, or refused, regardless of type of work shall be added and recorded daily  
1329 to the overtime board and log, with the exception of mandatory holdover as outlined in section  
1330 M of this article, and if employee is on fire call that extends beyond end of shift. Overtime  
1331 hours refused will be recorded to the overtime board only when the vacancy has been filled by  
1332 an employee with greater hours (lower on the board).

1333

1334 B. There shall be two (2) overtime lists: one (1) for Lieutenants and one (1) for Firefighters.

1335

1336 C. The employee with the least amount of overtime hours shall rank first on the list in which they  
1337 hold rank, followed in numerical order, to the employee with the greatest amount.

1338

1339 D. Employees attending special training, schools (both mandatory & non-mandatory), seminars,  
1340 labor/management negotiations, labor/management committee meetings, Executive Board  
1341 Meetings, International Association of Fire Fighters or Associated Firefighters of Illinois:  
1342 education, committee meeting, district meeting or convention, Pension conference or Pension  
1343 continuing education, as approved by the Fire Chief, shall be exempt from being offered  
1344 overtime if the time frame is during the aforementioned event. Employees shall notify their  
1345 respective Assistant Chief Shift Commander no later than the shift prior to the event.

1346

1347 E. Employees on vacation leave, guaranteed compensatory leave of 12 hours or more,  
1348 guaranteed personal leave of 12 hours or more, shift trade / Kelly trade (in conjunction with a  
1349 vacation leave day, Kelly day, personal day or compensatory leave), sick leave, worker's  
1350 compensatory leave, shall be exempt from being offered overtime. Employees who Trade In  
1351 during their exempt timeframe, shall remain exempt from the initial offering of overtime  
1352 unless they make themselves available on leave per Section F of this Article. If all other  
1353 eligible employees have turned down the overtime, prior to reverting to the mandatory shift  
1354 holdover lists, the Shift Commander or Acting Shift Commander shall notify all bargaining  
1355 unit members, per section J.6a of this article and offer them the overtime, there will be a one  
1356 (1) hour time frame to respond back. If an exempt employee chooses to work, they will be  
1357 charged for those hours. If the employee chooses not to work, they will not be charged on the  
1358 overtime board and log. Exempt Employees are not subject to the Mandatory Holdover list  
1359 procedure, they shall not be held-over. An employee shall not work shift overtime for their  
1360 own scheduled shift with vacation leave. Employees are eligible to work overtime on their  
1361 Kelly/Kelly Trade day.

1362

1363 F. In the event that an employee has a scheduled exempt leave, the employee may choose to be  
1364 eligible for the overtime during the time the employee is off, said employee may do so by  
1365 submitting an Available on Leave Timepro request. The employee must specify the exact dates  
1366 they choose to be eligible for Overtime. This request must be filled out no later than 36 hours  
1367 prior to the first available on leave day. The employee will be subject to all rules involving  
1368 Overtime Distribution.

1369

1370 G. An employee that accepts an overtime slot, and is working that slot, is allowed to be relieved  
1371 from that duty only if said employee is injured, sick, or takes emergency leave. In this instance  
1372 the employee shall receive the overtime rate for the hours worked, and be charged hours  
1373 worked.

1374

1375 H. In the event of an immediate need for a duty replacement (i.e. on duty sick/injury/emergency  
1376 leave, sick call after 9pm prior to the start of the next shift) the Shift Commander or Acting  
1377 Shift Commander shall utilize the mass notification system to notify all employees (exempt  
1378 and not exempt) of an immediate need for duty replacement, per section J.6a of this article. 10

1379 minutes after mass notification, overtime shall be awarded to first available response regardless  
1380 of position on overtime board.

1381

1382 I. If an employee who is on workers' compensation or sick leave for a period of fourteen (14)  
1383 shift days, that employee's name shall be removed from the overtime list. When the employee  
1384 returns to duty, their name shall be placed back on the overtime list in the same position as  
1385 when they left (in reference to number of hours from the lowest accumulated hours). When a  
1386 new hire or newly promoted Lieutenant is initially placed on the overtime board they shall be  
1387 placed at the bottom and assigned the highest accumulated number of hours.

1388

1389 J. The Shift Commander or Acting Shift Commander, responsible for calling employees (prior to  
1390 9pm) for overtime occurring the next day shall comply with the following procedures:

1391

1392 1. Available overtime for sworn Lieutenants shall first be offered to sworn  
1393 Lieutenants, and then sworn Firefighters. Available overtime for sworn firefighters  
1394 shall be first offered to sworn firefighters, and then sworn lieutenants. Available  
1395 overtime created by a Shift Commander vacancy shall first be offered to eligible  
1396 Lieutenants assigned to the affected shift, with the understanding that an Acting  
1397 Lieutenant may need to be secured.

1398

1399 2. The process of securing coverage shall commence at 0615 hours the day prior.

1400

1401 3. For the purpose of filling overtime, the Shift Commander or Acting Shift  
1402 Commander shall utilize the mass notification system to contact the employee(s)  
1403 at the employee designated telecommunications number(s) as outlined under  
1404 section J.7 and J.8 of this article. Barring any emergency incidents all bargaining  
1405 unit members eligible for overtime who are on duty between 0615 and 0815 shall  
1406 respond to the overtime call back notification sent during that time. Failure to  
1407 respond will be interpreted as a refusal for overtime offered.

1408

1409 4. Only the employee may accept, or refuse offered overtime.

1410

1411 5. When there is more than one (1) slot of available overtime, the employees with the  
1412 least amount of accumulated hours shall be offered all individual available  
1413 overtime slots. The employees may accept or refuse a single overtime slot or a  
1414 combination of overtime slots. It shall be understood that a single employee,  
1415 submitting two consecutive overtime leave requests (i.e. first 12 hours vacation,  
1416 last 12 hours compensatory/personal, etc.), shall be considered one overtime slot.

1417

1418 If an additional overtime slot becomes available after bargaining unit members  
1419 have already accepted overtime, the new overtime slot shall be offered to all  
1420 eligible employees regardless of amount of hours, station location or previously  
1421 accepted overtime. If the employee denies all slots, the employee shall be charged  
1422 with the highest amount available.

1423

1424 6. The Shift Commander or Acting Shift Commander shall utilize a mass notification  
1425 type system for contacting employees for available scheduled overtime. Shift  
1426 Commander or Acting Shift Commander shall send out all available overtime, to  
1427 all eligible lieutenants and firefighters, no later than 0900 hours (barring  
1428 emergency calls).

1429

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 1. Employees shall not work in excess of a maximum of one hundred forty-four (144)  
1494 consecutive hours (overtime, compensation time, trades, and/or regular shifts).

1495 2. A minimum of twenty-four (24) hours break after this limit is reached.

1496  
1497 O. For initial placement of new hires and newly promoted Lieutenants on the Hold Over List,  
1498 they will be placed at the top of the list. In the event of shift changes, members will be  
1500 placed on the list in chronological order by last hold over date.

1501

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 ( $1 \frac{1}{2} X$ ) 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

Shift Commander or Acting Shift Commander:

1545

1546 A. Shift Commander or Acting Shift Commander shall seek eligible volunteers using the

1547 Working Out of Class log. If a Shift Commander or Acting Shift Commander is unable

1548 to obtain an eligible volunteer, the employee with the least amount of hours on the

1549 Working Out of Class Log will be detailed.

1550

1551 B. Overtime coverage for the Shift Commander shall be addressed in the following

1552 manner: Other than one, regular eight-hour shift within a Monday through Friday

1553 timeframe per week based upon the Assistant Chief-Administration's 40-hour work

1554 schedule, any openings for Shift Commander will be filled by eligible Lieutenants from

1555 that shift, as outlined in paragraph C of this section, offered to work Out of Class. If

1556 there are no eligible lieutenants eligible to work, shift commander coverage shall be

1557 secured using the overtime process outlined in article 27 J.6 and as outlined in this

1558 article.

1559

1560 C. An employee who is detailed or accepts the responsibilities, and carries out the duties,

1561 of a position or rank above that which he normally holds shall receive "Working Out of

1562 Class Pay." Such pay shall be a sum equal to the difference between the employee's

1563 regular Lieutenant's pay and the designated rate for the Shift Commander while acting

1564 on his/her regular shift. The designated rate shall be the hourly rate equivalent to the

1565 following salary amounts:

1566

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

1569

1570 If the employee is acting out of class on a shift other than their regular shift, or on their

1571 own Kelly Day, they shall receive "Working Out of Class Pay" at a rate of time and a

1572 half (1 1/2 X) for the next highest rank.

1573

1574 D. Employees eligible to work out of class shall conform to the following service

1575 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 1<sup>st</sup>, 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 1/6<sup>th</sup> 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

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.

1635  
1636  
1637  
**ARTICLE 31**  
**TUITION REIMBURSEMENT**

1638 The purpose of the Tuition Reimbursement Program is to encourage employees to pursue  
1639 continued education which will benefit both the employee and the City of Wheaton. Participation  
1640 in the program is subject to the availability of funds, and the authorization of the Department  
1641 Head, Director of Human Resources, and City Manager.

1642  
1643 1. **Eligibility**

1644 a. Employee must have completed either six (6) months of service or his/her introductory  
1645 appointment period, whichever is longer.  
1646 b. Employee must be in good standing in his/her present position as determined by the  
1647 Department Heads and Director of Human Resources.  
1648 c. Employee should seek to exhaust all other sources of assistance (Veteran's benefits,  
1649 scholarships, and grants), with the exception of student loans. The City's share shall not  
1650 exceed the difference between a tuition bill and the amount of coverage from all other  
1651 sources.  
1652 d. Requests should be submitted no earlier than sixty (60) days and no later than thirty (30)  
1653 days prior to the first meeting of a course. The thirty (30) day notice may be waived with  
1654 the Department Head's and the Director of Human Resource's approval.  
1655 e. In addition to providing the Human Resources Department with a certified transcript,  
1656 Firefighters must have successfully completed the necessary introductory period and be  
1657 certified as a Firefighter II in order to be eligible for tuition reimbursement.

1658  
1659 2. **Completion of Forms**

1660 a. Before signing up for any courses, an employee must complete a "Request to Participate  
1661 in the Tuition Reimbursement Program" form and return it to their Department Head at  
1662 least thirty (30) days prior to the first meeting of the class. Employees should contact the  
1663 institution to estimate the cost of tuition. In addition to the request, employees requesting  
1664 course reimbursement should also provide sufficient course information to assist the  
1665 approving authority in understanding the scope of the course. Request forms are located  
1666 in departments or on the Human Resources web page.  
1667 b. After a course has been completed, the employee must complete a "Request for Tuition  
1668 Reimbursement" form. The following items must be returned with this form: approved  
1669 "Request to Participate in the Tuition Reimbursement Program" form, tuition bill, grade  
1670 report, class syllabus which contains the names of required textbooks, and a receipt for  
1671 the cost of required textbooks. Requests for reimbursement should be forwarded to the  
1672 HR department no later than ninety (90) days following the completion of the course.  
1673 Requests received after ninety (90) days will be reimbursed at the City Manager's  
1674 discretion. Forms are located in departments or on the Human Resources web page.

1675  
1676 3. **Institutions**

1677 a. Employees may be required to furnish information about the accreditation of the  
1678 particular educational institution.  
1679 b. If the same or similar course is available at both a private and public institution, the  
1680 public institution should be utilized

1681  
1682 4. **Eligible Courses**

1683 a. The program is available for college level courses that are generally job-related.

1684 b. Employees may be reimbursed for the cost of tuition, laboratory fees and books for job-  
1685 related courses, including those courses which are part of a job-related college degree  
1686 program.  
1687 c. Post-Graduate courses are not eligible unless specifically approved by the City Manager.  
1688 Post-Graduate courses will be approved on a course-by-course basis.  
1689 d. Courses are to be taken on employees' own time.  
1690 e. The number of courses an employee may enroll in during a given semester or quarter  
1691 shall be reviewed during the pre-approval process and shall in no way interfere with the  
1692 employee's job duties and responsibilities. Employees may not work on course work  
1693 during City time unless specifically authorized by the Department Head.

1694 5. Eligible Expenses

1695 Upon successful completion of a class, the following expenses will be reimbursed:  
1696 a. For public schools, 100% of tuition and laboratory fees for a grade of "A," 90% of tuition  
1697 and laboratory fees for a grade of "B," and 80% of tuition and laboratory fees for a grade  
1698 of "C."  
1699 b. For private schools, 100% of tuition and laboratory fees for a grade of "A," 90% of  
1700 tuition and laboratory fees for a grade of "B," and 80% of tuition and laboratory fees for a  
1701 grade of "C." Reimbursement shall not exceed the rates charged by Northern Illinois  
1702 University (NIU). Should the tuition rate be higher than the NIU rate, the employee shall  
1703 be responsible for such costs. The employee requesting reimbursement is responsible to  
1704 provide the comparative NIU rates. Failure to provide this required information may  
1705 cause the request to be disapproved. If NIU does not have a reasonably similar course,  
1706 the Director of Human Resources will select another State of Illinois Educational  
1707 Institution for comparison purposes.  
1708 c. 100% of the cost of required textbooks only. The cost of supplies (i.e., notebooks, writing  
1709 utensils, and other school related items) will not be reimbursed.  
1710 d. In all cases, courses which provide only "passing" grades will be reimbursed at the grade  
1711 of "C" level.

1712 6. Obligation Period

1713 If an employee voluntarily leaves the City within two years of completing a reimbursed  
1714 course, or training paid for by the City, a percentage amount of reimbursed expenses will be  
1715 due the City according to the following schedule:  
1716

1717 Less than six (6) months 100%  
1718 Less than twelve (12) months 75%  
1719 Less than eighteen (18) months 50%  
1720 Less than twenty-four (24) months 25%

1721 ARTICLE 32  
1722 HOLIDAYS

1723 The following holidays are those which shall be recognized and observed:  
1724

1725 New Year's Day  
1726 Presidents Day  
1727 Friday before Easter  
1728 Memorial Day  
1729 Independence Day

1735 Labor Day  
1736 Thanksgiving Day  
1737 Friday following Thanksgiving  
1738 Christmas Day

1739

1740

1741

1742

1743

**ARTICLE 33**  
**HEALTH INSURANCE PROGRAM**

1744 A. The City agrees to continue to provide health insurance for employees and their dependents  
1745 Plan design changes beginning on July 1, 2022 are detailed in Appendix D. IAFF member  
1746 contributions shall be equivalent to the contributions paid by non-union employees, except  
1747 as specified in Section B of this Article (no more than 15% increase in any one year). Health  
1748 insurance contributions shall be as follows:

1749

	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)

1750

1751

1752 B. Beginning with the employee contribution change on July 1, 2008 and for each  
1753 employee contribution change during the life of this Agreement thereafter, the annual  
1754 employee contribution shall not increase by more than 15% in any one year. The City's  
1755 cost shall be based on the monthly amount charged to the City for Single, Single + 1,  
1756 Single + Spouse, Single + Child or Family Coverage by The City's provider. If actual  
1757 Cost turns out to be different than the monthly charge, employees will not be required to  
1758 make additional contributions and will not be entitled to any refunds. Employees have no  
1759 right, title or interest in any reserves or assets of the health insurance plan. The amount  
1760 will be paid through the pre-tax deductions available through the City Plan. The City  
1761 reserves the right to change: the City's Wellness Program, insurance carriers, self-  
1762 insurance or risk pools, PPO networks, and to apply changes that are initiated by the  
1763 insurance provider that are applicable to its clients generally, so long as such changes  
1764 result in substantially similar benefits and coverage as referred to in Paragraph A of  
1765 Article 33.

1766

1767

1768 C. Retirement Healthcare Funding Plan

1769 The City agrees to cooperate with the Union in establishing and implementing a  
1770 Retirement Healthcare Funding Plan (RHF) as provided for under this Agreement and  
1771 Section 501(c)(9) of the Internal Revenue Code. Effective the first payroll period  
1772 beginning on or after April 30, 2015; the Employer shall contribute on behalf of each  
1773 bargaining unit employee, as follows:

- 1775 1. Employees with "0" zero years through the completion of "5" five years of  
1776 service with the City shall contribute 1.5% of their base pay through a bi-weekly  
1777 deduction.
- 1778 2. Employees at the beginning of their "6th" sixth year through the completion of  
1779 "10" ten years of service with the City shall contribute 2.0% of their base pay  
1780 through a bi-weekly deduction.
- 1781 3. Employees at the beginning of their "11th" eleventh year through the completion  
1782 of "15" fifteen years of service with the City shall contribute 2.5% of their base  
1783 pay through a bi-weekly deduction.
- 1784 4. Employees at the beginning of their "16th" sixteenth year of service with the City  
1785 and continuing thereafter, employees shall contribute 3.0% of their base pay  
1786 through a bi-weekly deduction.
- 1787 5. Employees at retirement will deposit into the RHF Post-Employment Account  
1788 the following funds earned at the final payout: Compensatory time, holiday pay,  
1789 vacation time, retirement pay, and one-half of accrued unused sick leave as per  
1790 Article 41 section (a) of the current CBA.

1791 Prior to November 1st of each City calendar/fiscal year, the Union may present any  
1792 changes or revisions to the City for the RHF plan, which will be effective on January 1st  
1793 of the new City calendar/fiscal year. Any costs associated with these changes to the plan  
1794 will be paid by the Union.

1795 Such contributions shall be deducted from each employee's base annual salary as set  
1796 forth in Article 24 and all such monies shall be contributed by the Employer to the Plan  
1797 Administrator for the Retirement Health Funding (RHF) plan deposit with the Trustee for  
1798 the benefit of each bargaining unit employee. Employees shall be responsible for RHF  
1799 administrative fees. The Union's agreement to authorize the exclusion of participation  
1800 amounts above, is for this agreement cost neutral for the Employer and shall not be  
1801 deemed to decrease an employee's annual salary as set forth in Article 24 of this  
1802 Agreement that is used in determining the amount of an Employee's pension provided  
1803 this treatment is permitted by the Pension Board, and State and Federal law.

1804  
1805 In the event that there is a ruling or change in the law adverse to such treatment, the  
1806 Union shall have the right to reopen this Section and the parties shall meet to negotiate an  
1807 alternate provision. It shall be the objective of such negotiations to agree on an alternate  
1808 provision that preserves the pension ability of the full salary amount and the treatment of  
1809 contributions as a tax-exempt savings account to fund Post Employment medical  
1810 expenses as qualified under.

1811  
1812 Section 501(c)(9) of the Internal Revenue Code using any available alternative  
1813 procedures or programs.

1814  
1815

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.

## **E 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

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

1928

1929 **G. Reservation of Rights**

1930 Nothing herein is designed to abrogate employees' rights under the Firemen's Disciplinary Act  
1931 (50 ILCS 745).

1932

1933

1934 **ARTICLE 36**

1935 **GRIEVANCE PROCEDURE**

1936

1937 **A. Definition**

1938 A grievance is defined as a dispute or difference of opinion raised by an employee or the Union  
1939 against the Employer involving an alleged violation of an express provision of this Agreement.

1940

1941 **B. Procedure**

1942 The parties acknowledge that it is usually most desirable for an employee and his/ her  
1943 immediate supervisor to resolve problems through free and informal communications. If,  
1944 however, the informal process does not resolve the matter, the grievance will be processed as  
1945 follows:

1946

1947 **STEP 1.**

1948 Any employee and/or Union representative, or the Union alone in a Union grievance,  
1949 who has a grievance shall submit the grievance in writing to the Assistant Chief –  
1950 Administration specifically indicating that it is a grievance under this Agreement. The  
1951 grievance shall contain a complete statement of the facts, or provision(s) of this  
1952 Agreement which are alleged to have been violated and the relief requested. All  
1953 grievances must be presented no later than ten (10) calendar days from the date of  
1954 occurrence of the event giving rise to the grievance or ten (10) calendar days from when  
1955 the grievant, through normal diligence, should have become aware of the occurrence.  
1956 Thereafter, the Assistant Chief – Administration, shall meet with the grievant and a  
1957 representative of the Union, if requested by the grievant, within ten (10) calendar days,  
1958 and discuss the grievance. The Assistant Chief – Administration shall render a written  
1959 response to the grievant within ten (10) calendar days following the meeting.

1960

1961 **STEP 2.**

1962 If the grievance is not settled in Step 1, and the grievant or Union desires to appeal,  
1963 it shall be referred in writing to the Fire Chief within ten (10) calendar days after  
1964 receipt of the Assistant Chief – Administration response in Step 1. Thereafter, the  
1965 Fire Chief shall meet with the grievant within fifteen (15) calendar days. A  
1966 representative of the Union shall be present to discuss the grievance. The Fire Chief

1967 shall submit a written answer to the Union or employee within ten (10) days  
1968 following the meeting.

1969  
1970 **STEP 3.**

1971 If the grievance is not settled in Step 2 and the grievant or Union desires to appeal,  
1972 it shall be referred in writing to the City Manager within ten (10) calendar days after  
1973 the receipt of Fire Chief's response in Step 2. Thereafter, the City Manager or his  
1974 designee(s) shall meet with the grievant and a representative of the Union, if  
1975 requested by the grievant, within fifteen (15) business days, and discuss the  
1976 grievance. The City Manager shall submit written answer to the Union or employee  
1977 within ten (10) business days following the meeting.

1978

1979 **STEP 4 - Arbitration**

1980 If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance,  
1981 it may refer it to arbitration, as described below, within fifteen (15) calendar days  
1982 of receipt of the City Manager's written answer in Step 3.

1983

1984 1. The parties shall attempt to agree upon an arbitrator. In the event the parties  
1985 are unable to agree on an arbitrator within seven (7) calendar days after  
1986 receipt of referral to arbitration, they shall jointly request the Federal  
1987 Mediation and Conciliation Service (FMCS) to submit a panel of seven (7)  
1988 arbitrators who are members in good standing of the National Academy of  
1989 Arbitrators and who are residents of Illinois, Wisconsin, Michigan, or  
1990 Indiana. The parties shall alternatively strike names from the list until only  
1991 one (1) name remains. A coin flip shall be decided to determine who must  
1992 first strike a name from the list. The arbitrator shall be notified of his/her  
1993 selection by the parties and requested to set up a time and a place for the  
1994 hearing subject to the availability of the Employer and Union  
1995 representative. More than one grievance may be submitted to the arbitrator  
1996 where both parties so mutually agree in writing.

1997

1998 2. The arbitrator shall have no right to amend, modify, nullify, ignore, add to,  
1999 or subtract from the provisions of this Agreement. The arbitrator shall  
2000 consider and decide only the question of fact as to whether there has been  
2001 a violation of a specific provision(s) of this Agreement. The arbitrator shall  
2002 be empowered to determine the issue(s) raised by the grievance as  
2003 submitted in writing at the third step. The arbitrator will have no authority  
2004 to make a decision on any issue not so submitted or raised. The arbitrator  
2005 shall be without power to make any decision or award which is contrary to  
2006 or inconsistent with any applicable laws or rules and regulations of  
2007 administrative bodies that have the force or effect of law. For the purpose  
2008 of this article an ordinance is not a law. The arbitrator shall not in any way  
2009 limit or interfere with the powers, duties and responsibilities of the  
2010 Employer under law and applicable court decisions. Any decision or award  
2011 of the arbitrator rendered within the limitations of this Article shall be final  
2012 and binding upon the Employer, the Union and the employees covered by  
2013 the Agreement.

2014

2015 3. The fees and expenses of the arbitrator and the cost of a court reporter, if  
2016 any, shall be divided equally between the Employer and the Union;  
2017 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

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

2069 For drug testing, the Employer shall use only a clinical laboratory or hospital facility that is  
2070 licensed per the Illinois Clinical Laboratory Act, which shall comply with N.I.D.A. and D.O.T.  
2071 standards.

2072

2073 E. Test results

2074 1. As to drug testing, the Employer shall be notified in the event that a sample has tested  
2075 positive or negative for a particular drug on both the initial and confirmatory test. As to  
2076 alcohol testing, test results showing an alcohol concentration of .02 shall be considered  
2077 positive.

2078 2. Any employee sent for a drug or alcohol test shall sign an appropriate release(s) so that the  
2079 Employer may obtain access to the test results and any other relevant information. Upon  
2080 request, a copy shall be provided to the Union.

2081

2082 F. Right to Contest

2083 The Union and/or the employee shall have the right to contest and/or grieve any alleged  
2084 violation of this Article.

2085

2086 G. Voluntary Requests for Assistance

2087 No adverse employment action shall be taken in any manner or forum against any employee  
2088 who voluntarily seeks assistance for drug or alcohol related problems provided that the  
2089 employee voluntarily seeks assistance prior to being notified to take a test or prior to any event  
2090 that would permit the City to order a test. The Employer may temporarily reassign or, place the  
2091 employee on paid time off options for a maximum period of fifteen (15) duty shifts unless the  
2092 parties mutually agree to a longer period. All such requests shall be held strictly confidential  
2093 and not released or used in any manner or forum contrary to the employee's interests.

2094

2095 H. Discipline

2096 Although the Employer reserves the right to discipline employees up to and including  
2097 discharge for violations of this Article, it will normally follow the principles of progressive  
2098 discipline for alcohol related violations. In addition, it will normally follow the principles of  
2099 progressive discipline in those drug related violations of this Article, which are not violations  
2100 of the law.

2101

2102

2103

2104 **ARTICLE 38**

2105 **COMPENSATORY/PERSONAL TIME**

2106

2107 All employees covered by the terms of this Agreement shall have, as their option, the right to choose  
2108 compensatory time off, at the appropriate overtime rate, in lieu of payment. Compensatory time off  
2109 may be accumulated to one hundred nine (109) hours. No more than one time per year, an  
2110 employee may submit a request to cash out accrued, unused compensatory time due to special  
2111 circumstances. Such requests will be considered by the Fire Chief or his designee on a case-  
2112 by-case basis.

2113

2114 Employees will be provided with 24 hours of Personal Time at the beginning of each Calendar  
2115 year, and it must be used in the year that it was earned. Personal Time will not be paid out upon  
2116 retirement, resignations, termination or departure for any other reason. Employees who are unable  
2117 to use their Personal Time due to Workers' Compensation leave shall be entitled to reschedule their  
2118 Personal Time to unused slots or carry unused Personal Time over to the next calendar year.  
2119 Compensatory time off and Personal Time shall be granted upon the employee's request under the

2120 following parameters:

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

## ARTICLE 39 SHIFT TRADES

### 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.

### B. Recording of Shift Exchanges

2163 It is the employee's responsibility to submit an electronic (TimePro) request.

### C. Availability for Overtime

2164 Employees that have agreed to work the duty trades shall not be available to be called for  
2165 overtime for that day, unless the time frame of the duty trade and the time frame of the overtime  
2166 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.

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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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 3<sup>rd</sup> vacation leave  
2211 shall be allowed. This 3<sup>rd</sup> 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 15<sup>th</sup> and December 15<sup>th</sup> a minimum of one  
2221 half (1/2) accrued vacation to be earned for the subsequent year. Vacation selection will

2222 be determined by seniority. In the first round of vacation selection, each bargaining unit  
2223 member may select two (2) Blocks of leave. Each additional round of vacation  
2224 selection will consist of one (1) block of leave. Rounds will continue until all  
2225 employees have stated they are done, or until December 15<sup>th</sup> at 22:00 hours. Each  
2226 employee shall pick each round within 7 calendar days, and, if not completed within  
2227 this timeframe, the employee forfeits their pick.

2228

- 2229 3. For the purposes of scheduling, in accordance with the employee's anniversary  
2230 date/accrual rate, vacation to be accrued by the employee will be advanced on January 1<sup>st</sup>  
2231 of every subsequent calendar year. In the event that an employee terminates his/her  
2232 employment for any reason after he/she has taken vacation that was not fully earned, the  
2233 Employer shall deduct any vacation benefits that were used but unearned, from final  
2234 compensation due the employee.

2235

- 2236 4. All Vacation time selected in the bidding process shall be submitted via current electronic  
2237 time attendance system to the Shift Commander or Acting Shift Commander prior to  
2238 January 1<sup>st</sup>.

2239

2240 **C. Scheduling**

- 2241 1. Beginning January 1<sup>st</sup>, employees may schedule vacation day(s) to be accrued on a first  
2242 come first serve basis in twenty-four (24) hour blocks or twelve (12) hour blocks.  
2243 Employees must schedule 60% of their vacation leave in twenty-four (24) hour shifts.  
2244 Employees shall complete selection of vacation day(s) by June 15th.

2245

- 2246 2. Any cancellation of vacation leave, shall be rescheduled, as long as the rescheduled time  
2247 is not less than twelve (12) hours, the time is available and the request is made at least  
2248 seventy-two (72) hours prior to the scheduled vacation leave.

2249

- 2250 3. On December 15<sup>th</sup> at 22:00 hours, employees shall be able to submit requests for  
2251 Personal and Compensatory leaves for the upcoming year on a first come first serve  
2252 basis. Personal and Compensation time may also be combined w/ a remaining small  
2253 block of vacation time to be accrued (less than 12 hours) to total a block of (12)hours,  
2254 (Subject to requirements of B-1 of this Article).

2255

2256 **D. Shift Change Contingency**

2257 If there is a shift change made by the Employer after the affected employee has chosen  
2258 his/her vacation leave, and that leave has been granted, the Employer shall grant the  
2259 employee his/her original block of leave.

2260 If there is a shift change made by the employer resulting in two or more members  
2261 changing per shift, the affected shifts shall re-pick Kelly lines according to department  
2262 seniority.

2263

2264

2265

2266 **ARTICLE 41**

2267 **SICK AND INJURY LEAVE**

2268

2269 **A. Accrual**

2270 Sick leave shall be credited to all probationary and regular full-time sworn employees of the  
2271 fire department at the rate of one (1) work day for each two full months of service and shall  
2272 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 1<sup>st</sup> 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  
2349 **ARTICLE 42**  
2350 **FUNERAL LEAVE**

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  
2362 **ARTICLE 43**  
2363 **COURT LEAVE / JURY DUTY**

2364  
2365 **A. Court Leave**

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

2375 as a witness against the Employer.

2376

2377 B. Jury Duty

2378 An employee who is summoned for jury duty shall notify the Fire Chief or his designee  
2379 immediately to provide as much advance notice as possible. If the employee is required to  
2380 attend jury duty on a day he/she is scheduled to work, he/she will be released from shift duty  
2381 for the entire shift if the Fire Chief (or his designee) deems it appropriate. Any employee who  
2382 is required to appear for, or serve on, a jury shall receive his/her regular pay and benefits while  
2383 so serving. Time spent on jury duty does not count as hours worked for the purposes of  
2384 calculating overtime.

2385

2386

2387 ARTICLE 44

2388 MILITARY LEAVE

2389

2390 Military leave shall be granted in accordance with applicable Illinois and Federal law.

2391

2392

2393 ARTICLE 45

2394 ENTIRE AGREEMENT

2395

2396 This written Agreement constitutes the party's complete agreement, and concludes bargaining for  
2397 its term as to any subject expressly covered by the terms of this Agreement, unless mutually agreed  
2398 to by both parties. No amendment or modification of this Agreement shall be operative or effective  
2399 unless reduced to writing and executed or signed by the representatives of the parties.

2400

2401 The parties' agreement to this provision shall not be construed as waiving any of their respective  
2402 rights or obligations to negotiate as may be required by the IPLRA as to:

2403

2404 The impact of the exercise of the Employer's management rights as set forth herein on any terms  
2405 and conditions of employment.

2406

2407

2408 ARTICLE 46

2409 SAVINGS CLAUSE

2410

2411 If any provision of this Agreement or the application of any such provision should be rendered or  
2412 declared invalid by any court or by any statute, the remainder of the Agreement shall remain in full  
2413 force and effect. If appropriate, the parties shall attempt to negotiate a substitute for the provision  
2414 declared invalid.

2415

2416

2417 ARTICLE 47

2418 DURATION AND RENEgotiations

2419

2420 A. This Agreement and each of its provisions shall be effective as of May 1, 2021 and shall  
2421 continue in full force and effect until April 30, 2025 and thereafter unless either party shall  
2422 notify the other in writing 120 days (or by January 1st) prior to the anniversary date of this  
2423 contract, that it desires to modify and/or amend this Agreement. Negotiations shall commence  
2424 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 16<sup>th</sup>  
2430 day of AUG, 2021.

2431

2432

2433

2434

2435 FOR THE UNION:

2436

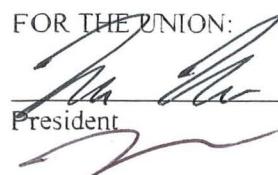
2437

2438 President

2439

2440 Vice President

2441

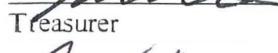


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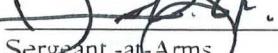
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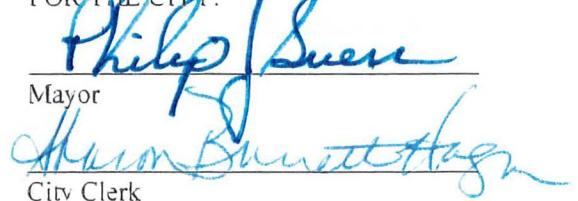
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FOR THE CITY:

Philip J. Sauer

Mayor



City Clerk

APPENDIX A  
SALARY SCHEDULE

**FIREFIGHTER**

	<b>5/1/2021</b>	<b>5/1/2022</b>	<b>5/1/2023</b>	<b>5/1/2024</b>	<b>5/1/2025</b>
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

1

**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

Benefits	2021-2022 Actual	2022-2023 Max	2023-2024 Max
	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%

Benefits	2024-2025 Max	2025-2026 Max	2026-2027 Max
	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

