

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

May 1, 2015  
April 30, 2018



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**ARTICLE 1**  
**PREAMBLE**

157

A. Definition of Parties

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

162

B. Purpose

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

168

**ARTICLE 2**  
**RECOGNITION**

171

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

181

182

**ARTICLE 3**  
**NO DISCRIMINATION**

183

A. Application of Agreement

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

190

B. Reference to Gender

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

193

C. Union's Responsibility

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

## **ARTICLE 4**

### **GENERAL PROVISIONS**

#### A. Union Activity

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

## B. Mailbox

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

### C. Printing and Supplies

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

#### D. Union Meetings

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

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

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

1. To determine the organization and operations of the Fire Department;
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
3. To set standards for the services to be offered to the public and to establish performance standards;
4. To direct the employees, including the right to assign work and overtime;
5. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule employees;
6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
7. To establish work schedules and to determine the starting and quitting time, and the number of hours worked;
8. To establish, modify, combine or abolish job positions and classifications;
9. To contract out work, provided that such subcontracting does not result in layoffs of

255 bargaining unit members, or reduced work assignments of current duties;

256 10. To add, delete or alter methods of operation, equipment or facilities;

257 11. To determine the locations, methods, means and personnel by which the operations are to

258 be conducted, including the right to determine what operations are to be conducted;

259 12. To impose reasonable physical fitness standards;

260 13. To suspend, demote, discharge for just cause or take other disciplinary action against

261 employees; and

262 14. To add, delete or alter policies, procedures, rules and regulations.

263

264 Inherent managerial functions, prerogatives and policymaking rights and the impacts thereof,

265 whether listed above or not, which the Employer has not restricted by a provision of this

266 Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration

267 procedures contained herein, provided that no right is exercised contrary to or inconsistent with

268 other terms of this Agreement.

269

270 **ARTICLE 6**

271 **OUTSIDE EMPLOYMENT**

272

273 An employee may perform outside work and will notify the Fire chief of such work. Outside

274 work may be performed to the extent that it does not prevent employees from devoting their

275 primary interest to the accomplishment of their work for the Employer, or create a conflict

276 between the private interests of the employee and the employee's official responsibility:

277

278 A. An employee shall not perform outside work:

279

280 1. Which requires the wearing of the uniform;

281 2. Which is of such nature that it may be reasonably construed by the public to be an

282 official act of the Employer, of the Fire Department thereof;

283 3. Which involves the use of Employer facilities, equipment and supplies of whatever

284 kinds;

285 4. Which requires the use of official information not available to the public;

286 5. Which might encourage on the part of members of the general public a reasonable

287 belief of a conflict of interest;

288 6. Which would influence the exercise of impartial judgment on any matter coming

289 before the employee in the course of the employee's official duties;

290 7. Which would involve work within the City of Wheaton, in which the employee

291 would be expected to do as part of his/her regular duties.

292

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

294

295 **ARTICLE 7**

296 **NO SOLICITATION**

297

298 The Union acknowledges and recognizes the Employer's proprietary rights to its name and

299 property, and the Union's obligations under the Solicitation for Charity Act. Accordingly, except

300 as expressly authorized by the Employer, the Union agrees that:

301

302 1. None of its officers, agents or members will solicit any person or entity for contributions

303 or donations on behalf of the Employer or its Fire Department;

304 2. The Union and its officers, agents and members will respect the wishes of citizens who

305 request of them directly, or through the Employer (provided requests received by the

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

308 3. The Employer's and its Fire Department's name, shield or insignia, communications  
309 system, supplies and materials will not be used for solicitation purposes; and

310 4. Solicitation by bargaining unit employees may not be done on work time or in work  
311 areas. Neither the Union nor its agents or representatives may use the words "City of  
312 Wheaton" or "Wheaton Fire Department" in its name.

313  
314 The Employer acknowledges and recognizes the rights of the Union and bargaining unit  
315 employees to exercise their First Amendment rights to Free Speech. The Employer further  
316 acknowledges and recognizes the Union's proprietary rights to its name "Wheaton Firefighters  
317 Union, I.A.F.F. Local 3706" and its organization and communication rights under the Solicitation  
318 for Charity Act. Accordingly, the Employer shall enact no new ordinance, rule, or S.O.P. that  
319 interferes with the rights of the Union or bargaining unit employees acknowledged herein to  
320 communicate with citizens while off-duty.

321

322 **ARTICLE 8**  
323 **UNION BULLETIN BOARDS**

324  
325 The Employer agrees to the Union having a bulletin board in each fire station no larger than 5' x  
326 7'. The Union agrees that the space will be used for posting official Union notices of a non-  
327 inflammatory and non-political nature and further agrees that the bulletin boards will not be used  
328 to criticize the Employer or any of its employees or officials. Furthermore, an area in Station 38  
329 will also be supplied to hang the Union's charter with the same restrictions set forth above.

330

331 **ARTICLE 9**  
332 **NO STRIKE AND NO LOCKOUT**

333  
334 A. **No Lockout**

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

337  
338 B. **No Strikes**

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

342  
343 The only matter which may be made subject of a grievance concerning disciplinary action  
344 imposed for an alleged violation of Section B above is whether or not the employee actually  
345 engaged in such prohibited conduct or whether or not such conduct was prohibited.

346

347 **ARTICLE 10**  
348 **PAYROLL DEDUCTION OF UNION DUES / FAIR SHARE FEE**

349  
350 A. **Dues Deduction**

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

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

357 Employer at any time.

358  
359 The actual dues amount deducted, as determined by the Union, will be uniform in nature for  
360 each employee in order to ease the Employer burden of administering this provision.

361  
362 If the employee has no earnings due for that period, the Union will be responsible for the  
363 collection of dues. The Union agrees to refund to the employee any amounts paid to the  
364 Union in error on account of this dues deduction provision. The Union may change the fixed  
365 uniform dollar amount, which will be considered the regular monthly fees once each year  
366 during the life of this Agreement. The Union will give the Employer thirty (30) days' notice  
367 of any such change in the amount of uniform dues to be deducted.

368 B. Membership and Fair Share

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

373  
374 Bargaining unit employees who are not members of the Union shall, as a condition of  
375 employment, commencing thirty (30) days after employment or thirty (30) days after the  
376 effective date of this Agreement, be required to pay a fair share fee to the Union for collective  
377 bargaining and contract administration rendered by the Union. Such fair share fee shall not  
378 exceed the full dues amount paid by members of the Union. The fair share fee shall be  
379 deducted by the Employer from the earnings of nonmembers and remitted to an address  
380 provided by the Union. The Union shall supply to the Employer, a list of nonmembers and  
381 shall certify to the Employer the fair share amounts to be deducted. Fair share amounts shall  
382 not include any contributions related to the election or support of any candidate for political  
383 office.

384  
385 The Union agrees to assume full responsibility to ensure full compliance with the  
386 requirements laid down by the United States Supreme Court in Chicago Teachers Union v.  
387 Hudson, 106 U.S.1066 (1986), with respect to the constitutional rights of fair share payers.

388  
389 Accordingly, the Union agrees to the following:

390  
391 1. Give timely notice to fair share fee payers of the amount of the fee and an  
392 explanation of the basis for the fee, including the major categories of expenses,  
393 as well as verification of same by an independent auditor.

394  
395 2. Advise fair share fee payers of an expeditious and impartial decision-making  
396 process whereby fair share payers can object to the amount of the fair share fee.

397  
398 3. Place the amount reasonably in dispute into an escrow account pending  
399 resolution of any objections raised by fair share fee payers to the amount of the  
400 fair share fee.

401  
402 It is hereby agreed that any dispute concerning the amount of the fair share fee and/or  
403 responsibilities of the Union with the respect to the fair share fee payers as set forth above,  
404 shall not be subject to the grievance/arbitration procedure set forth in this Agreement.

405  
406 Non-members who object to this fair share fee based upon bona fide religious tenets or  
407 teachings shall pay an amount equal to such fair share fee to a nonreligious charitable

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

413

414 C. **Indemnification**

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

421

422 **ARTICLE 11**  
423 **PRIVILEGE OF APPOINTMENT**

424

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

428

429 **ARTICLE 12**  
430 **E.M.S.**

431

432 A. Employees certified (licensed) as Emergency Medical Technicians Paramedic (E.M.T.-P)  
433 shall be entitled to participate in on duty EMT-P in house continuing education classes in  
434 order to maintain their EMT-P certification (license).

435

436 B. Employees' EMS records including records related to infection control and blood-borne  
437 pathogens shall be exclusively maintained under the custody and control of the Deputy Chief,  
438 or a mutually agreed upon union member designee. One Union member shall be designated  
439 and allowed access to Medical Training Records to assist in maintenance of EMS training  
440 certificates.

441

442 C. Employees hired on or after December 1, 1991 who are currently IDPH (Illinois Department  
443 of Public Health) licensed at the minimum level of Emergency Medical Technician (EMT)  
444 Basic shall maintain said license throughout their employment with the City of Wheaton Fire  
445 Department. Furthermore, the employer acknowledges its responsibility to provide employee  
446 access to required hours (currently 120 hours in 4 year timeframe) of approved continuing  
447 education in order for the employee to maintain licensure as per IDPH requirements.  
448 Additionally, the employees acknowledge their joint responsibility with the employer to enter  
449 and monitor, within the electronic record keeping system, their individual continuing  
450 education training hours (i.e. hours earned outside of the "regular" training schedule such as  
451 specialty training, on-line continuing education, etc.) associated with re-licensure.

452

453 D. The employer further agrees to provide the IDPH minimum required hours of on duty  
454 approved EMS/Fire Rescue training of the Fire Department's current EMS system. Any  
455 remaining hours for re-licensure will be made available through alternative means such as on-  
456 line or in a written form through coordination with their supervisor. Employees needing to  
457 complete hours will be allowed to complete the training while on-duty. Employees who  
458 complete re-licensure hours off duty will not be compensated.

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

462

463 **ARTICLE 13**

464 **PREVAILING RIGHTS**

465

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

468 1. Maintain S.O.P. regarding house duties, vehicle checks, meal and break period, etc. as  
469 described below in the Daily Routine and Work Schedule.

470 2. Maintain right to use fire department apparatus to shop for groceries, station supplies,  
471 uniforms, while on duty, within City of Wheaton municipal borders.

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

473 4. Maintain right to plug in vehicle block heaters, etc. during extreme weather with the  
474 permission of the Shift Commander or Acting Shift Commander or Fire Chief's designee

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

476 a. Employees shall be permitted to use Employer's telephones for personal reasons within  
477 reasonable limits as determined by the Fire Chief. This is a privilege and not a right and  
478 may be withdrawn by the Fire Chief if abuse occurs or causes interference with work  
479 duties.

480 b. Long distance calls may be made only with the approval of the Fire Chief (or his  
481 designee) at the employee's expense.

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

483 6. Except for the Employer's Employee Health Leave Bank, fringe benefits including the  
484 firefighters thirty (30) day sick bank provided by the City of Wheaton Personnel Manual,  
485 which are not otherwise provided under the terms of this Agreement shall be maintained.

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

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

489

490 **Daily Routine and Work Schedule**

491

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

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

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

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

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

525

526

527	0700 hours	Report for Duty
528	0715hrs	Personnel in uniform, turn-out gear on vehicles.
529	0730-0800 hrs	Shift briefing of the day's activities by Shift Officer
530	0800-0915 hrs	Engineer inspections of lead apparatus
531		Weekly inspections of apparatus
532		Complete assigned work schedule
533		Duty Shift Officers interact with one another station or chief to
534		discuss Special events, assignments or schedule company fire
535		inspections.
536	0930-1200	Shift Training

537

538 (Tue/Wed/Thurs)

539

540 1000-Noon There may be fire inspections to complete.

541

542 (Mon/Fri/Sat) Company training  
543 Training make-ups

544

545 Noon – 1300 hrs Lunch

546

547 1300 – 1500 hrs Fire inspections/public education assignments  
548 Pre-plan assignments  
549 Work in assigned areas of responsibility  
550 Special work assignments as assigned

551

552 1500 – 1730 hrs Physical exercise (see physical exercise policy)

553

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

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

560  
561 All department personnel are encouraged to participate in Department sanctioned physical  
562 exercise while on duty during the allotted time frames. The following policies shall govern  
563 physical exercise participation while on duty:

564

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

577

**ARTICLE 14**  
**SENIORITY AND SENIORITY RIGHTS**

578

A. **Definition of Seniority**

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

581

B. **Seniority List**

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

587

C. **Accrual of Seniority**

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

592

D. **Probation Period**

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

598

E. **Termination of Seniority**

609 An employee shall be terminated by the Employer and his seniority broken when he/she:  
610 1. Is discharged for just cause;  
611 2. Is absent for three (3) consecutive scheduled work days without proper notification or  
612 authorization, unless he/she is unable to provide notification or obtain authorization;  
613 3. Retires; or  
614 4. Resigns.

615

616 **ARTICLE 15**  
617 **LAY-OFFS**

618

619 A. **Lay-offs**

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

623

624 B. **Recall**

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

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

641

642

643 **ARTICLE 16**  
644 **LABOR-MANAGEMENT CONFERENCES**

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

651

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

654

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

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

664  
665 In addition, it is agreed that if the mutually agreed time occurs during the normal duty shift, the  
666 Employer shall permit employees to attend the meetings without loss of pay or benefits if the  
667 meeting is held at a mutually agreed on location and the employees are available for duty.

668  
669 **ARTICLE 17**  
670 **RULES AND REGULATIONS COMMITTEE**  
671

672 A. **Compliance and Review**

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

685 B. **New Rules**

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

690  
691  
692 **ARTICLE 18**  
693 **JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE**  
694

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

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

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

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

713  
714 Safety committee members will be granted time-off with pay while on-duty, when meeting jointly  
715 with the Employer and for any inspection or investigation of safety or health problems in the Fire  
716 Department.

717  
718 The Employer shall not restrict the safety committee members from any Fire Department facility  
719 when investigating health or safety conditions.

720  
721 Records shall be kept of all job-related accidents, injuries and illnesses which shall be maintained  
722 by the Employer. Copies of all such records and reports, including all reports which may be  
723 required by the state or federal governments, shall be made available upon request to the safety  
724 committee members.

725  
726 **ARTICLE 19**  
727 **SAFETY, HEALTH AND WELFARE**  
728

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

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

735 B. **Inoculation and Immunization**

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

743 C. **Extreme Weather**

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

747  
749 **ARTICLE 20**  
750 **JOB DUTIES**  
751

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

759  
760  
761

**ARTICLE 21**  
**INSPECTIONS**

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

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

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

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

777

**ARTICLE 22**  
**PROMOTIONS**

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

786 B. Eligibility Requirements  
787 All Promotions shall be made from employees who possess the following qualifications:

789 1. Lieutenant  
790 The examination process for promotion to the rank of Lieutenant shall be competitive  
791 among employees in the rank of Firefighter who desire to submit themselves to such  
792 process and meet the following eligibility requirements:  
793 a. Minimum of seven (7) years in the Wheaton Fire Department, including probation.  
794 b. Certified Firefighter III  
795 c. Provisional Fire Officer I as of the date of the written examination.

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

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

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

805  
806      If a candidate wishes to withdraw from the promotional process before the completion of all  
807      the components of the promotional process, the candidate shall so advise the Fire Chief in  
808      writing.

809      **D. Test Components**

810      1. Written Examinations As per Section 35 of the Act

811      2. Seniority Points

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

816      3. Ascertained Merit

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

819      **Ascertained Merit for Lieutenant Promotions**

Criteria	Point Value
Bachelor's Degree – Fire, EMS or Public Administration Related	3
Bachelor's Degree – Any field of study	2
Associates Degree – Fire, EMS or Public Administration Related	2
Associates Degree – Any field of study	1
Minimum of 30 hours of college credit but no degree	.5
Fire Officer II class attendance (For Lt Only)	.5 points per class; maximum of 2.5 points
Attendance at any course work at National Fire Academy in Emmetsburg, Maryland (minimum of 24 hour course)	1 point per class; maximum of 2 points
University of Illinois FSI course (or equivalent) – 40 or more hour class (Does not include courses resulting in an OSFM certification covered elsewhere in this document).	.5 points per class; maximum of 5 points
University of Illinois FSI course (or equivalent) – classes of 17-39 hours (Does not include courses resulting in an OSFM certification covered elsewhere in this document).	.25 points per class; maximum of 2.5 points
University of Illinois FSI course (or equivalent) – classes of 8-16 hours (Does not include courses resulting in an OSFM certification covered elsewhere in this document).	.125 points per class; maximum of 1.25 points

Specialized Training Certifications and/or Class Completion Hazardous Materials Specialized Rescue Fire Investigator Fire Inspector Dive	See "Specialized Training List" for points awarded per certification  Maximum of 4 points  (Points awarded only for class completion)
ACLS, BTLS, PALS (or similar course) attendance	.25 points per class; maximum of 1 point

825

### **Specialized Training List for Lieutenant**

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

826

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

829

830 Notes and Clarification

831

832 College Credit

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

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

839

840 Examples (applies to Lieutenant):

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

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

847

848 Fire Officer Credit

849 Credit can be awarded for Fire Officer II Provisional for Lieutenant. and Fire Officer III  
850 certifications/classes.

851

852 Application for Ascertained Merit

853 a. It shall be the officer candidate's responsibility to submit a written request for  
854 Ascertained Merit Credit to the Fire Chief or the Fire Chief's designee. This request  
855 shall include all appropriate documentation such as college diploma, college  
856 transcripts, OSFM certificates, U of I FSI certificates of completion, etc. An  
857 "Ascertained Merit/Promotional Potential Rating Panel" shall be established and  
858 shall consist of the Assistant Fire Chief or Fire Chief's designee.

859

860 b. Assistant Fire Chief or Fire Chief's designee, one union officer not involved in the  
861 promotional process (if available) and one other union member not involved in the  
862 promotional process. One member of the panel shall be designated as the Chairman  
863 of the "Ascertained Merit/Promotional Potential Rating Panel." A simple majority is  
864 required to award credit for each request.

865

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

870

871 d. For state certification completion classes add .25 points per class for a total of .75 for  
872 each state certification class

873

874

875

876

877

## E. Subjective Evaluation

## 1. Assessment Center

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

## Panel Members

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

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

## Lieutenant Exam:

## Group A

## Tactics and Strategy

## Oral Presentation

## Leaderless Group Exercise

## Group B

## Tactics and Strategy

## Employee Counseling

## Writing Skills (Performance Improvement Plan)

## 2. Board of Police and Fire Commissioner's Interview

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

### 3. Promotional Potential Rating

---

## Lieutenant's Testing

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

929 who is not a candidate for promotion at the same time that the Chief's points are  
930 posted.  
931

932 4. Fire Chief's Points

933 The Fire Chief, Assistant Fire Chief or Fire Chief's designee shall award points based  
934 on job-related merit criteria uniformly applied to all applicants. Examples of such  
935 criteria that may be used by the Fire Chief, Assistant Fire Chief or Fire Chief's  
936 designee include but are not limited to leadership skills, teamwork, including that  
937 evidenced by participation in departmental, divisional and committee work,  
938 supervisory evaluation, decision making, interpersonal skills and disciplinary history.  
939 Such criteria shall be disclosed to the Union and the applicants at least 90 days prior  
940 to the awarding of points. Chief's points awarded to all candidates shall be posted at  
941 the same time as the Promotional Potential Rating points are posted, according to a  
942 confidential candidate identification number. Each candidate shall have the right to  
943 their score on this component at the time of posting. A description of such criteria is  
944 attached in Appendix D.  
945

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

947 1. No candidate for promotion shall "fail" based on their score for any one  
948 component of the testing process. A candidate will qualify for the list based on a  
949 cumulative score of 70% or better after all components have been scored.  
950 2. Each component of the promotional test shall be scored on a scale of 100 points.  
951 The component scores shall then be reduced by the weighting factor assigned to  
952 the component on the test and the scores of all components shall be added to  
953 produce a possible total score of 100 points. Candidates shall then be ranked on  
954 the list in rank order based on the highest to the lowest points scored on all  
955 components of the test. Such ranking shall constitute the interim promotional list.  
956 3. The scores for each component of the promotional process shall be confidentially  
957 disclosed to each candidate as soon as practicable after the component is  
958 completed. In addition, the scores of all candidates shall be posted as soon as  
959 practicable after the component is completed and after each candidate has  
960 received their score, but shall be done in such a way as to not personally identify  
961 any given candidate (e.g. number assigned prior to the first testing component).  
962 After all components of the promotional process have been completed, the scores  
963 for each candidate shall be tallied and a promotion list shall be prepared by the  
964 Board of Police and Fire Commissioners and one Union representative not  
965 involved in the promotional process. The promotion list shall be posted at each  
966 fire station listing in rank order from highest to lowest the scores of all candidates  
967 whose scores for all components of the promotional process are 70% or better.  
968 4. Veteran's Preference Points: (50 ILCS 742/55) – A candidate on a preliminary  
969 promotion list who is eligible for veteran's preference under any law or  
970 agreement applicable to an affected department may file a written application for  
971 that preference within 10 days of the posting of the preliminary ranking list of  
972 candidates from highest to lowest point scores after all components of the testing  
973 process are complete. Additional points shall be awarded per the rules outlined  
974 by the "Rules and Regulations of the Board of Police and Fire Commissioners"  
975 to establish the final rank order of promotional list from highest to lowest point  
976 scores.  
977

980 G. Professional Leadership Assessment

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

984 H. Duration of Promotion List

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

990 I. Right of Review

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

1. Any such grievance must be filed within ten (10) business days of the date the final  
996 promotion list is posted.
2. The grievance shall be limited to disputes relating to a claim that the Board of Police  
997 and Fire Commissioners failed to follow the requirements of this Article in  
998 administering the promotional process. Except for the Chief's component as provided  
999 in subsection 4 below, only such objective grievances shall be allowed under the  
1000 parties' grievance and arbitration procedure set forth in Article 36.
3. The grievance shall not involve any claims relating to disputes over the level of  
1001 ratings or points awarded by an evaluator as to any component of the promotion  
1002 process, other than the accuracy of the computations of the points awarded.

1003 If a timely grievance is filed, the promotion shall be held in abeyance pending completion  
1004 of the grievance process. During the pendency of any such grievance, the Fire Chief may  
1005 assign an employee on a temporary basis to serve as an acting Lieutenant

1006 **ARTICLE 23**  
1007 **CLOTHING AND PERSONAL EQUIPMENT**

1008 A. Protective Gear

1009 Each employee shall, at the time of hire, be furnished with the following protective  
1010 equipment, including but not limited to; (one (1) of each) whereby the Employer shall bear  
1011 the cost of such items: Helmet, Nomex hood, Bunker coat, Bunker pants, boots, Rated self-  
1012 rescue belt w/ Rope, Bag, and Carabiners, hand light, and two (2) pair of gloves. Employer  
1013 shall replace above equipment at Employer's cost as needed. Above equipment and any other  
1014 equipment furnished by the Employer shall conform to current N.F.P.A. standards.

1015 B. Station Uniform

1. Each employee shall, at the time of hire, be furnished with the following station  
1016 uniforms, whereby the Employer shall bear the cost of the initial uniforms: Three (3)  
1017 pairs of station uniform pants, three (3) station uniform short sleeve shirts, three (3)  
1018 station uniform long sleeve shirts, three (3) station uniform T-shirts, two (2) badges with  
1019 employees' shield number, two (2) name badges, one (1) lightweight coat, two (2)

1031 baseball caps, one (1) station uniform belt, (2) polo shirts, and (1) pair of station shoes.

1032 2. Each newly promoted Lieutenant shall, at the time of promotion, be furnished with the

1033 following station uniforms, whereby the Employer shall bear the cost of the initial

1034 uniforms: Three (3) station uniform white short sleeve shirts, three (3) station uniform

1035 white long sleeve shirts, three (3) station uniform white T-shirts, two (2) badges with

1036 employees' shield number, two (2) name badges, white class "A" cap with cap badge, (2)

1037 polo shirts.

C. Class "A" Uniform

1040 One (1) class "A" uniform which shall include; pants, white long sleeve shirt, blouse, dress  
1041 cap with cap badge, dress belt, one pair of patent leather shoes (or a suitable substitute), tie.

#### D. Bedding

1044 Each employee shall, at the time of hire, be furnished with the following bedding; the  
1045 Employer shall bear the cost of the initial bedding: one (1) mattress pad to fit a twin bed, one  
1046 (1) blanket, and one (1) pillow. Any necessary replacements shall be at the Employer's cost.

## E. Uniform Allowance

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

## **ARTICLE 24** **WAGES AND RATES OF PAY**

1064 The basic rate of pay shall be computed by dividing the annual salary by 2695.44 hours for  
1065 twenty-four (24) hour shift employees.

#### A. Annual Salary Schedule

1068 The Annual salaries of the members of the bargaining unit shall be paid pursuant to the  
1069 negotiated salary attached hereto and made a part of this Agreement and identified as  
1070 Appendix A.

## B. Straight-Time Hourly Rate

1073 The regular and basic hourly rate of pay shall be determined and computed by dividing the  
1074 employee's annual salary, and any incentives, by 2695.44.

### C. Overtime Rate

1077 The overtime rate shall be paid for all overtime worked at the rate of one and one-half (1.5)  
1078 times the employee's basic hourly rate.

#### D. Call-Back Rate

1082 1. The Employer shall pay employees that are called-back to duty, once relieved, a  
1083 minimum of one (1) hour pay at the employee's overtime rate.

1084  
1085 2. Employees that are required to remain longer than the one hour shall be paid in fifteen  
1086 (15) minute increments until excused by the on-duty Officer (or Acting Officer).

1087  
1088 E. Holiday Pay

1089 1. Members of the bargaining unit shall receive a lump sum of four percent (4%) of their  
1090 annual base salary including Longevity pay as holiday pay, computed and paid out as  
1091 follows:

1092  
1093 a) For employees with one (1) year of service or more at the time of the regular holiday  
1094 pay out, the employee shall receive payment on or about Thanksgiving Day, for all  
1095 authorized holidays falling during the course of the fiscal year.

1096  
1097 2. For employees with less than one (1) year of service at the time of the regular holiday pay  
1098 out, the employees shall receive payment on or about April 30th for those authorized  
1099 holidays falling during the course of their employment. Once the employee has  
1100 completed one year of service, that employee shall fall under the provisions set forth in  
1101 Section E 1 of this Article.

1102  
1103 3. Holiday pay will be paid each year in a separate paycheck from their normal paycheck.

1104  
1105 F. Step Increases

1106 All step increases shall be paid annually from the employees' date of hire or promotion,  
1107 following an advisory review. The employee shall receive their full step increase with the  
1108 fulfillment of a satisfactory review stating achievement of minimum job requirements. Each  
1109 employee shall be assigned to their respective step according to the years of employment  
1110 upon ratification of this Agreement.

1111  
1112 **ARTICLE 25**  
1113 **LONGEVITY PAY**

1114  
1115 Employees shall receive additional salary after meeting the following service requirements: After  
1116 completing nine (9) years: five hundred (\$500), and after completing nineteen (19) years: one  
1117 thousand five hundred (\$1500).

1118  
1119 **ARTICLE 26**  
1120 **HOURS OF WORK AND OVERTIME**

1121 A. Regular Hours

1122 This Article is intended to define the regular hours of work per day or per week during the  
1123 term of this Agreement and shall not be construed as a guarantee of work per week.

1124  
1125 B. Normal Work Day and Work Week

1126 The normal work day and work week for employees shall be twenty-four (24) hours of work  
1127 (one shift) followed by forty-eight (48) consecutive hours off (two shifts). Effective January  
1128 1, 2004, a Kelly day (i.e., what would otherwise be a twenty-four (24) hour duty day) shall be  
1129 scheduled off every fifteenth (15<sup>th</sup>) duty day, thereby reducing the normal work week to an  
1130 average of 52.27 hours (the Kelly day shall include twelve (12) hours from each of two (2)  
1131 consecutive twenty-seven (27) day work cycles as described in Section C of this Article).  
1132 Shifts shall commence at 0700 and end at 0700 the following day.

1133  
1134 Effective January 1, 2006, a Kelly day shall be scheduled every fourteenth duty day with  
1135 appropriate scheduling changes such that it will not cause the City to incur additional FLSA  
1136 overtime. Effective January 1, 2006, the employees' straight time hourly rate shall be based  
1137 on 2713.29 annual hours.

1138  
1139 Effective January 1, 2016, a Kelly day shall be scheduled every Thirteenth (13th) duty day  
1140 with appropriate scheduling changes such that it will not cause the City to incur additional  
1141 FLSA overtime. Effective January 1, 2016, the employees' straight time hourly rate shall be  
1142 based on 2695.44 annual hours.

1143  
1144 C. **FLSA Work Period**

1145 Prior to May 1, 2003, the work cycle of each employee for the purpose of the Fair Labor  
1146 Standards Act (FLSA) will continue to be an established regular re-occurring period of  
1147 twenty-seven (27) consecutive days which shall run from 7:00 p.m. to 7:00 p.m. The amounts  
1148 set forth on the salary schedule represent a fixed annual amount to be received for straight  
1149 time pay for 2695.44 hours including regular tours of duty and paid leaves.

1150  
1151 Effective January 1, 2016, concurrent with the implementation of a regular work schedule  
1152 providing for a Kelly day every thirteenth (13) shift, the City may utilize any authorized  
1153 FLSA work cycle it deems appropriate. This work period shall be established so that the last  
1154 day of a preceding work period falls on the first twelve (12) hours of the employee's Kelly  
1155 day (7:00 a.m. to 7:00 p.m.) and the first day of the next work period falls on the last twelve  
1156 (12) hours of the employee's Kelly day (7:00 p.m. to 7:00 a.m.), there-by ensuring that the  
1157 maximum regularly scheduled hours worked in the applicable work period is less than the  
1158 applicable FLSA maximum established for the work cycle.

1159  
1160 D. **FLSA Overtime**

1161 An employee shall, in addition to regular compensation, be paid one-half (½) times his/her  
1162 regular straight time hourly rate for all hours of actual work in excess of the maximum  
1163 number of hours permitted for the work-cycle chosen by the Employer. The Employer  
1164 reserves the right to utilize all or part of the 7k exemption for hours worked and overtime  
1165 paid in accordance with the most current FLSA rulings and practices. However, where a  
1166 specific term of this Agreement conflicts with the FLSA, the Agreement shall control.

1167  
1168 E. **Regular Overtime Hours**

1169 An employee working any hours on duty in addition to the regular hours as defined in Section  
1170 B of this Article shall be compensated for such overtime hours at the rate of one and one-half  
1171 (1.5) his/her straight time hourly rate.

1172  
1173 F. **Kelly Day Trades**

1174 Kelly days may be traded between Employees of the same shift provided staffing  
1175 requirements referenced Article 40 Section B-1 are maintained. Kelly days may not be  
1176 canceled.

1177  
1178 G. **Scheduling**

1179 A maximum of two (2) Firefighters/Lieutenants per shift shall be permitted at any one time  
1180 on Vacation Leave. Only one (1) Firefighter/Lieutenant per shift shall be permitted to be off  
1181 on a Kelly day at a time. Initial scheduling of Kelly days for each shift shall be in order of  
1182 seniority.

1183 H. **Orientation of New Employees**

1184 For the orientation and training of new employees, the City may implement a regular forty  
1185 hour work week for a period not to exceed six (6) months. Employees on this schedule shall  
1186 continue to be paid their annual salary in accordance with Article 24(A).

1187 I. Light or Restricted Duty

1188 Employees who are on a physical or mental disability or have suffered an injury or illness on  
1189 or off duty and cannot perform all the required and normal tasks of their position may be  
1190 placed on restricted duty.

1191 The City may require an employee who is on sick leave or Workers' compensation leave to  
1192 return to work in an available restricted duty assignment.

1193 The determination of whether a restricted duty assignment exists shall be made by the City  
1194 Manager upon recommendation of the Chief. The Chief may demonstrate the need of such an  
1195 assignment in writing to the Director of Human Resources, who will then consult with the City  
1196 Manager.

1197 a) Under no circumstances will an employee perform restricted duty without a  
1198 written medical opinion from the employee's physician stating that the  
1199 employee is able to return to work and perform restricted duty without  
1200 significant risk that such return to work will aggravate any pre-existing  
1201 injury.

1202 b) Under no circumstances will an employee perform restricted duty longer than  
1203 a ninety (90) day period.

1204 2. Nothing in this policy shall be construed to require the City to create restricted duty  
1205 assignments for an employee. Employees will only be assigned to restricted duty  
1206 assignments when the City determines that the need exists and only as long as such  
1207 need exists.

1208 3. For the purpose of light duty, the City may implement a forty (40) hour work week.  
1209 Employees on this schedule will be paid their regular salary in accordance with Article 24  
1210 (A); any hours worked during this time period exceeding forty (40) per week shall be  
1211 compensated at the employee's overtime rate. Such work schedule shall normally consist  
1212 of consecutive days Monday through Friday from 8:00 p.m. to 5:00 p.m. with a one hour  
1213 unpaid lunch period. The employer and the employee, with the agreement of the Union,  
1214 may arrange flex time schedules provided the total hours worked Monday through Friday  
1215 does not exceed 40 hours.

1216 J. Maximum Consecutive Hours

1217 Employees shall not work in excess of a maximum of one hundred forty-four (144)  
1218 consecutive hours (O.T., trades, and/or regular shifts). There shall be a minimum of twenty-  
1219 four (24) hours break after this limit is reached.

1220 **ARTICLE 27**  
1221 **OVERTIME DISTRIBUTION**

1222 The Fire Chief or his designee(s) shall have the right to require overtime work, and employees  
1223 may not refuse overtime assignments. In non-emergency situations, the Fire Chief or his  
1224 designee(s) shall take reasonable steps to obtain volunteers for overtime assignments before

1235 assigning required overtime work. The Employer shall maintain and update daily, a Departmental  
1236 Overtime Assignment Record, which shall be posted electronically (with a backup, hard copy to  
1237 be maintained by the on duty Shift Commander or Acting Shift Commander which is available  
1238 for preview via computer access by all Bargaining Unit members. Additionally, a cross-reference  
1239 log shall be kept. Said lists, shall indicate shift assignments, and hours accumulated in numerical  
1240 order of hours offered.

1241 Overtime shall normally be distributed to the members of the bargaining unit, to employees of the  
1242 same rank and classification described herein. Overtime shall be offered on a rotation basis to  
1243 those employees within the Fire Department when and where overtime exists. Overtime shall be  
1244 offered to employees that are not normally scheduled to report for duty that day.

1245 A. All overtime worked or refused, regardless of type of work shall be added and recorded daily  
1246 to the overtime board and log.

1247 B. There shall be two (2) overtime lists; one (1) for Lieutenants and one (1) for Firefighters.

1248 C. The employee with the least amount of overtime hours shall rank first on the list in which  
1249 they hold rank, followed in numerical order, to the employee with the greatest amount.

1250 D. Employees attending special training, schools, seminars, labor/management negotiations, or  
1251 labor/management committee meetings approved by the Fire Chief (or his designee), shall be  
1252 exempt from being offered overtime if the time frame is during the training school, seminar,  
1253 labor/management negotiations or a labor/management committee meeting.

1254 E. Employees on vacation leave, compensatory leave of 12 hours or more, personal leave, shift  
1255 trade / Kelly trade (in conjunction with a vacation leave day, Kelly day or compensatory  
1256 leave), sick leave, worker's compensatory leave, shall be exempt from being offered overtime  
1257 during the initial call. However, if all other eligible employees have turned down the  
1258 overtime and prior to reverting to the mandatory shift holdover list, the Shift Commander or  
1259 Acting Shift Commander may call the above mentioned exempt employees and offer them  
1260 the overtime. In this case, if the employee chooses to work, they will be charged for those  
1261 hours. If the employee chooses not to work, they will not be charged on the overtime board  
1262 and log. Exempt Employees are not subject to the Mandatory Holdover list procedure, i.e.  
1263 they shall not be held-over. An employee shall not work shift overtime for their own  
1264 scheduled shift vacation day off.

1265 F. In the event that an employee has a scheduled exempt leave, the employee may choose to be  
1266 eligible for the overtime during the time the employee is off, said employee may do so by  
1267 filling out the Scheduled Exempt Leave Overtime Exemption Waiver (Appendix E). The  
1268 employee must specify the exact dates they choose to be eligible for Overtime. This form  
1269 must be filled out no later than the shift prior to the scheduled exempt leave and forwarded to  
1270 all Shift Commander or Acting Shift Commander. The employee will be subject to all rules  
1271 involving Overtime Distribution.

1272 G. An employee that accepts an overtime slot, and is working that slot, is allowed to be relieved  
1273 from that duty only if said employee is injured, sick, or takes emergency leave. In this  
1274 instance the employee shall receive the overtime rate for the hours worked, and be charged  
1275 hours worked.

1276 H. In the event of an immediate need for a duty replacement, the Shift Commander or Acting

1285 Shift Commander shall secure a replacement as soon as possible, and may arrange for a  
1286 readily available off-duty employee to work the time until the replacement call is made. In  
1287 the event that all sworn Shift Commander or Acting Shift Commander lieutenants and  
1288 firefighters have been offered available overtime, the Shift Commander or Acting Shift  
1289 Commander shall revert to the first employee on the list for overtime. The first eligible  
1290 employee contacted shall be required to fill that overtime.  
1291

- 1292 I. If an employee who is on workers' compensation or sick leave for a period of fourteen (14)  
1293 duty days, that employee's name shall be removed from the overtime list. When the  
1294 employee returns to duty, their name shall be placed back on the overtime list in the same  
1295 position as when they left (in reference to number of hours from the low man). When a new  
1296 hire or newly promoted Lieutenant is initially placed on the overtime board they shall be  
1297 placed at the bottom and assigned the highest accumulated number of hours.  
1298
- 1299 J. The Shift Commander or Acting Shift Commander, responsible for calling employees for  
1300 prearranged overtime shall comply with the following procedures:  
1301
  - 1302 1. Available overtime for sworn Lieutenants shall first be offered to sworn  
1303 Lieutenants, and then sworn Firefighters. Available overtime for sworn  
1304 firefighters shall be first offered to sworn firefighters, and then sworn lieutenants.  
1305
  - 1306 2. The process of securing coverage shall commence as early as 0600 hours the day  
1307 prior.  
1308
  - 1309 3. The employer shall make a reasonable attempt to contact the employee(s) at the  
1310 employee designated telecommunications number(s) as outlined under #7 and #8  
1311 of Section J or via direct contact.  
1312
  - 1313 4. Only the employee may accept, or refuse offered overtime.  
1314
  - 1315 5. When there is more than one (1) slot of available overtime, the employee with  
1316 the least amount of accumulated hours shall be offered all available overtime  
1317 slots (Kelly, Vacation and Compensatory time). If the employee denies all slots,  
1318 the employee shall be charged with the highest amount available.  
1319
  - 1320 6. The Shift Commander or Acting Shift Commander shall allow Employees a 2  
1321 hour timeframe to respond back before the next block of five will be contacted.  
1322 Awarding of Overtime will be followed per J 5.  
1323
  - 1324 7. In order to be eligible for overtime notification, the employee will provide the  
1325 employer with a minimum of two points of contact(s) for the offering of overtime  
1326 requests. The employer will use the employee provided number(s) to make the  
1327 reasonable attempt to contact the employee. The employee is responsible for  
1328 providing current telecommunications number(s). Under temporary or emergency  
1329 circumstances, the employee may provide a temporary or emergency number to  
1330 the employer for use. If a circumstance arises where the employee provided  
1331 telecommunication number(s) are unavailable due to telecommunication system  
1332 failure, the employer will make a reasonable attempt via an alternative means of  
1333 communication to contact the employee.  
1334

1336 8. The use of a mass notification type system will be utilized for contacting  
1337 employees for available scheduled overtime. Blocks of five (5) employees in  
1338 descending order from the OT board will be contacted via this type of system.  
1339 Employees will be granted a two (2) hour timeframe to respond back before the  
1340 next block of five will be contacted. Awarding of Overtime will be followed per  
1341 J 5. After overtime is awarded a notification shall be sent out to all members.  
1342

1343 K. The maximum an employee shall be charged is twenty-four (24) hours per duty day.  
1344

1345 L. In the event that all sworn, Lieutenants and Firefighters have been offered available overtime  
1346 in accordance with Section J.1 of this Article, and the slot remains open, the Shift  
1347 Commander or Acting Shift Commander shall revert to the mandatory shift holdover/list to  
1348 fill the slot. Involuntary holdovers shall be rotated among all eligible employees on each  
1349 shift. Exempt employees as outlined in sections Article 27-D & 27-E above shall not be  
1350 eligible for the mandatory shift holdover procedure. If an employee is required to holdover  
1351 (when a relief cannot be secured or when not properly relieved at the end of a shift), the  
1352 employee shall be charged for the hours worked on this rotational list. No employee shall be  
1353 required to work two (2) consecutive overtime shifts.  
1354

1355 M. In the event an employee is held over, they shall be permitted to substitute another bargaining  
1356 unit member(s), who agrees to work all or a portion of the shift, in place of the held over  
1357 employee. It will be the responsibility of the held over employee to arrange the substitution(s)  
1358 and to contact Shift Commander or Acting Shift Commander with the name(s) of the  
1359 employee(s) working. All employee(s) working will be paid for their time worked at their  
1360 overtime rate. They will not be charged for the hours worked on the overtime board and log.  
1361 Employees who are held-over, but who do not work any of the shifts because of  
1362 substitution(s), shall not rotate on the mandatory holdover list.  
1363

1364 N. Overtime distribution shall continue as currently distributed subject to the following  
1365 limitations:  
1366

1367 1. Employees shall not work in excess of a maximum of one hundred forty-four (144)  
1368 consecutive hours (overtime, compensation time, trades, and/or regular shifts).  
1369

1370 2. A minimum of twenty-four (24) hours break after this limit is reached.  
1371

1372 O. For initial placement of new hires and newly promoted Lieutenants on the Hold Over List,  
1373 they will be placed at the top of the list. In the event of shift changes, members will be  
1374 placed on the list in chronological order by last hold over date.  
1375

1376

1377 **ARTICLE 28**  
1378 **WORKING OUT OF CLASSIFICATION**  
1379

1380 Lieutenant:

1381 A. The Shift Commander or Acting Shift Commander shall seek eligible volunteers using  
1382 the Working Out of Class log. If a Shift Commander or Acting Shift Commander is  
1383 unable to obtain an eligible volunteer, the employee with the least amount of hours on  
1384 the Working Out of Class log will be detailed.  
1385

1386 B. An employee who is detailed or accepts the responsibilities, and carries out the duties,  
1387 of a position or rank above that which he normally holds shall receive "Working Out  
1388 of Class Pay." Such pay shall be a sum equal to the difference between the employee's  
1389 regular firefighter pay and the starting rate for the higher position or rank while so  
1390 acting on his/her regular shift. If the employee is acting out of class on a shift other  
1391 than their regular shift, they shall receive "Working Out of Class Pay" at a rate of time  
1392 and a half (1 1/2 X) for the next highest rank.

1393

1394 C. Employees eligible to work out of class shall conform to the following service  
1395 requirements: Firefighter III Certification, Fire Officer I Provisional and five (5) years  
1396 continuous service after completion of Firefighter probation.

1397

1398 D. "Working Out of Class Pay" does not apply when a firefighter is working in the  
1399 Station directly under the guidance of a Lieutenant in a Structured Mentoring type  
1400 program.

1401

1402 E. Eligible Firefighters who are-offered or detailed to act up as a Lieutenant shall have  
1403 the hours recorded on a rotating list per Department Policy/Guidelines.

1404

1405

1406 Shift Commander or Acting Shift Commander

1407 A. Shift Commander or Acting Shift Commander shall seek eligible volunteers using the  
1408 Working Out of Class log. If a Shift Commander or Acting Shift Commander is  
1409 unable to obtain an eligible volunteer, the employee with the least amount of hours on  
1410 the Working Out of Class Log will be detailed.

1411

1412 B. Overtime coverage for the Shift Commander shall be addressed in the following  
1413 manner: Other than one, regular eight hour shift within a Monday through Friday  
1414 timeframe per week based upon the Assistant Chief-Administration's 40 hour work  
1415 schedule, any openings for Shift Commander will be filled by eligible Lieutenants, as  
1416 outlined in paragraph C of this section, offered to work Out of Class.

1417

1418 C. An employee who is detailed or accepts the responsibilities, and carries out the duties,  
1419 of a position or rank above that which he normally holds shall receive "Working Out  
1420 of Class Pay". Such pay shall be a sum equal to the difference between the  
1421 employee's regular Lieutenant's pay and the starting rate for the Shift Commander  
1422 while so acting on his/her regular shift.

1423

1424 D. Employees eligible to work out of class shall conform to the following service  
1425 requirement. Lieutenant for two (2) years continuous service and at least Provisional  
1426 Fire Officer II.

1427

1428 E. "Working Out of Class Pay" does not apply when a Lieutenant is working in the  
1429 Station directly under the guidance of a Shift Commander in a Structured Mentoring  
1430 type program.

1431

1432 F. If no qualified Lieutenants are available to act up as Shift Commander, the open  
1433 position will be filled according to the Mandatory Holdover practice for Assistant Fire  
1434 Chiefs,

1435 G. Eligible Lieutenants who are offered or detailed to act up as an Acting Shift  
1436 commander shall have the hours recorded on a rotating list per Department  
1437 Policy/Guidelines.

1438  
1439 H. Mandatory Hold Over practice for Shift Commander: Mandatory hold over for Shift  
1440 Commander shall be covered as per Department Policy. The Administration shall  
1441 exhaust all options to avoid holding over Lieutenants and Firefighters as a result of a  
1442 Shift Commander hold over.

1443 **ARTICLE 29**  
1444 **RETIREMENT PAY**

1445  
1446 Members of the bargaining unit who have 15 years plus one (1) day of service shall upon  
1447 termination by resignation, retirement, or departure due to award of a disability pension be  
1448 entitled to a one (1) time retirement payment equal to two (2) months' pay. Such retirement pay  
1449 shall be based upon the average monthly salary earned during the current fiscal year. Payment  
1450 shall be made in one lump sum not more than forty-five (45) days after separation.

1451 **ARTICLE 30**  
1452 **COMPENSATION AT RESIGNATION, DISMISSAL, OR RETIREMENT**

1453  
1454 An employee who upon termination by resignation, retirement (voluntary or disability), dismissal  
1455 or lay-off is eligible, and shall be compensated accordingly for all accumulated overtime,  
1456 compensatory time, holiday pay, vacation time and 50% of accrued but unused Sick days.

1457  
1458 **ARTICLE 31**  
1459 **TUITION REIMBURSEMENT**

1460  
1461 The purpose of the Tuition Reimbursement Program is to encourage employees to pursue  
1462 continued education which will benefit both the employee and the City of Wheaton. Participation  
1463 in the program is subject to the availability of funds, and the authorization of the Department  
1464 Head, Director of Human Resources, and City Manager.

1465  
1466 1. Eligibility  
1467 a. Employee must have completed either six (6) months of service or his/her introductory  
1468 appointment period, whichever is longer.  
1469 b. Employee must be in good standing in his/her present position as determined by the  
1470 Department Heads and Director of Human Resources.  
1471 c. Employee should seek to exhaust all other sources of assistance (Veteran's benefits,  
1472 scholarships, and grants), with the exception of student loans. The City's share shall not  
1473 exceed the difference between a tuition bill and the amount of coverage from all other  
1474 sources.  
1475 d. Requests should be submitted no earlier than sixty (60) days and no later than thirty (30)  
1476 days prior to the first meeting of a course. The thirty (30) day notice may be waived with  
1477 the Department Head's and the Director of Human Resource's approval.  
1478 e. In addition to providing the Human Resources Department with a certified transcript,  
1479 Firefighters must have successfully completed the necessary introductory period and be  
1480 certified as a Firefighter II in order to be eligible for tuition reimbursement.

1481  
1482 2. Completion of Forms  
1483 a. Before signing up for any courses, an employee must complete a "Request to Participate  
1484 in the Tuition Reimbursement Program" form and return it to their Department Head at

1485 least thirty (30) days prior to the first meeting of the class. Employees should contact the  
1486 institution to estimate the cost of tuition. In addition to the request, employees requesting  
1487 course reimbursement should also provide sufficient course information to assist the  
1488 approving authority in understanding the scope of the course. Request forms are located  
1489 in departments or on the Human Resources web page.

1490 b. After a course has been completed, the employee must complete a "Request for Tuition  
1491 Reimbursement" form. The following items must be returned with this form: approved  
1492 "Request to Participate in the Tuition Reimbursement Program" form, tuition bill, grade  
1493 report, class syllabus which contains the names of required textbooks, and a receipt for  
1494 the cost of required textbooks. Requests for reimbursement should be forwarded to the  
1495 HR department no later than ninety (90) days following the completion of the course.  
1496 Requests received after ninety (90) days will be reimbursed at the City Manager's  
1497 discretion. Forms are located in departments or on the Human Resources web page.

1498 3. Institutions

1500 a. Employees may be required to furnish information about the accreditation of the  
1501 particular educational institution.  
1502 b. If the same or similar course is available at both a private and public institution, the  
1503 public institution should be utilized

1504 4. Eligible Courses

1507 a. The program is available for college level courses that are generally job-related.  
1508 b. Employees may be reimbursed for the cost of tuition, laboratory fees and books for job-  
1509 related courses, including those courses which are part of a job-related college degree  
1510 program.  
1511 c. Post-Graduate courses are not eligible unless specifically approved by the City Manager.  
1512 Post-Graduate courses will be approved on a course-by-course basis.  
1513 d. Courses are to be taken on employees' own time.  
1514 e. The number of courses an employee may enroll in during a given semester or quarter  
1515 shall be reviewed during the pre-approval process and shall in no way interfere with the  
1516 employee's job duties and responsibilities. Employees may not work on course work  
1517 during City time unless specifically authorized by the Department Head.

1518 5. Eligible Expenses

1519 Upon successful completion of a class, the following expenses will be reimbursed:

1520 a. For public schools, 100% of tuition and laboratory fees for a grade of "A," 90% of tuition  
1521 and laboratory fees for a grade of "B," and 80% of tuition and laboratory fees for a grade  
1522 of "C."  
1523 b. For private schools, 100% of tuition and laboratory fees for a grade of "A," 90% of  
1524 tuition and laboratory fees for a grade of "B," and 80% of tuition and laboratory fees for a grade  
1525 of "C." Reimbursement shall not exceed the rates charged by Northern Illinois  
1526 University (NIU). Should the tuition rate be higher than the NIU rate, the employee shall  
1527 be responsible for such costs. The employee requesting reimbursement is responsible to  
1528 provide the comparative NIU rates. Failure to provide this required information may  
1529 cause the request to be disapproved. If NIU does not have a reasonably similar course,  
1530 the Director of Human Resources will select another State of Illinois Educational  
1531 Institution for comparison purposes.  
1532 c. 100% of the cost of required textbooks only. The cost of supplies (i.e., notebooks, writing  
1533 utensils, and other school related items) will not be reimbursed.

1535 d. In all cases, courses which provide only "passing" grades will be reimbursed at the grade  
1536 of "C" level.

1537 6. **Obligation Period**

1539 If an employee voluntarily leaves the City within two years of completing a reimbursed  
1540 course, or training paid for by the City, a percentage amount of reimbursed expenses will be  
1541 due the City according to the following schedule:

1543 Less than six (6) months 100%  
1544 Less than twelve (12) months 75%  
1545 Less than eighteen (18) months 50%  
1546 Less than twenty-four (24) months 25%

1547 **ARTICLE 32**  
**HOLIDAYS**

1550 The following holidays are those which shall be recognized and observed:

1553 New Year's Day  
1554 Presidents Day  
1555 Friday before Easter  
1556 Memorial Day  
1557 Independence Day  
1558 Labor Day  
1559 Thanksgiving Day  
1560 Friday following Thanksgiving  
1561 Christmas Day

1562 **ARTICLE 33**  
**HEALTH INSURANCE PROGRAM**

1563 The City Agrees to continue to provide health insurance for employees and their dependents at  
1564 the same levels as provided in fiscal year 2007 for FY 2012-13, FY 2013-14, and until June 30,  
1565 2015 as described in the booklet titled: IPBC-City of Wheaton ("Your Health Care Benefit  
1566 Program") dated August 22, 2008, Appendix D except as otherwise provided in Section B of this  
1567 agreement. Plan design changes beginning on July 1, 2015 are detailed in Section F and  
1568 Appendix E.

1569 Beginning on July 1, 2015, IAFF member contributions shall be equivalent to the  
1570 contributions paid by non-union employees, except as specified in Section B of this Article  
1571 (no more than 15% increase in any one year). Health insurance contributions shall be as  
1572 follows:

1573 **PPO**

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

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

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### HMO

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

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

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### C. Retirement Healthcare Funding Plan

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

1603       \_\_\_\_, 2015, the Employer shall contribute on behalf of each bargaining unit employee, as  
1604       follows:

- 1605       1. Employees with “0” zero years through the completion of “5” five years of service  
1606       with the City shall contribute % TBD of their base pay through a bi-weekly  
1607       deduction.
- 1609       2. Employees at the beginning of their “6<sup>th</sup>” sixth year through the completion of  
1610       “10” ten years of service with the City shall contribute % TBD of their base pay  
1611       through a bi-weekly deduction.
- 1612       3. Employees at the beginning of their “11th” eleventh year through the completion  
1613       of “15” fifteen years of service with the City shall contribute % TBD of their base  
1614       pay through a bi-weekly deduction.
- 1615       4. Employees at the beginning of their “16th” sixteenth year of service with the City  
1616       and continuing thereafter, employees shall contribute % TBD of their base pay  
1617       through a bi-weekly deduction.
- 1618       5. Employees at retirement will deposit into the RHF Post-Employment Account the  
1619       following funds earned at the final payout: One-half of accrued unused sick leave  
1620       as per Article 41 section (a) of the current CBA.
- 1621       6. Prior to March 1<sup>st</sup> of each fiscal year, the Union may present any changes or  
1622       revisions to the City for the RHF plan which be effective on May 1<sup>st</sup> of the new  
1623       fiscal year. Any costs associated with these changes to the plan will be paid by the  
1624       Union.

1625       Such contributions shall be deducted from each employee’s base annual salary as set forth in  
1626       Article 24 and all such monies shall be contributed by the Employer to the Plan Administrator  
1627       for the Retirement Health Funding (RHF) plan deposit with the Trustee for the benefit of each  
1628       bargaining unit employee in accordance with the terms of the Employer Participation  
1629       Agreement attached hereto as “Appendix F.” Employees shall be responsible for RHF  
1630       administrative fees. The Union’s agreement to authorize the exclusion of participation  
1631       amounts above, is for the purpose of making this agreement cost neutral for the Employer and  
1632       shall not be deemed to decrease an employee’s annual salary as set forth in Article 24 of this  
1633       Agreement that is used in determining the amount of an Employee’s pension provided this  
1634       treatment is permitted by the Pension Board, and State and Federal law.

1635       In the event that there is a ruling or change in the law adverse to such treatment, the Union  
1636       shall have the right to reopen this Section and the parties shall meet to negotiate an alternate  
1637       provision. It shall be the objective of such negotiations to agree on an alternate provision that  
1638       preserves the pension ability of the full salary amount and the treatment of contributions as a  
1639       tax exempt savings account to fund Post Employment medical expenses as qualified under  
1640       Section 501(c)(9) of the Internal Revenue Code using any available alternative procedures or  
1641       programs.

1642       In the event no agreement is reached within 60 days from the ruling or the change in the law,  
1643       either party may submit the dispute to Interest Arbitration as provided for in Section 14 of the  
1644       IPLRA except that mediation shall be waived and the Arbitrator shall be selected using the  
1645       procedures provided for in Article 36, Step 4 of this Agreement.

1646       D. The City shall make available to employees a voluntary comprehensive medical physical

1650 similar to physicals given to new hire Firefighters. The City agrees that reports of Firefighter  
1651 physicals shall respect Firefighter privacy rights and limit information of results to: "Fit For  
1652 Duty," "Not Fit For Duty." If not fit for duty the employer is entitled to additional medical  
1653 information necessary to determine the availability of employee for work assignments.

1654  
1655 When employee is restricted from duty a result of medical determination made by City  
1656 medical provider, the responsibility for lost time shall be the responsibility of City if  
1657 employee's physician certifies it is a preexisting non-disabling condition. If it is a new  
1658 condition, the procedure of Article 41, D (4) shall apply.

1659  
1660 E. The Employer shall continue to make available the existing Section 125 Cafeteria Plan and  
1661 the City's existing EAP plan.

1662 F. New Health Plan Design Changes

1663 Effective for the Health Plan year beginning July 1, 2015, the City may make  
1664 changes to the health plan design provided that the health plan design shall be equivalent to  
1665 the health plan design for non-union employees, except that the maximum employee cost  
1666 shall not exceed the maximum amounts listed below in any given year.

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

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

1670 \*Co-pay is waived if person is admitted

1671 G. Wellness Participation and Discounts

1672  
1673 Effective July 1, 2015, health insurance premiums shall be allocated as shown in Section A  
1674 above.

1676 Employees hired after the date this agreement is signed will need to qualify for the Wellness  
1677 Discount. The City may waive this requirement only for the initial period between the  
1678 employee's hire date and the first July 1 of his career if the City determines, in its sole  
1679 discretion, that establishing the requirements for the Wellness Discount would be  
1680 unnecessarily duplicative.

1681  
1682 Beginning July 1, 2015, in order to be eligible for application of a Wellness Discount,  
1683 employees (and spouses who are in the City's health plan) must participate in the annual  
1684 Wellness Program as designated by the Human Resources Department. To achieve the  
1685 discount, all participants (and their spouses who participate in the City health plan) must meet  
1686 either the primary or the alternative requirements of the wellness program. It is the City's  
1687 responsibility to determine the requirements for the Wellness Discount.

1688  
1689 Prior to April 30 of each year, the City will inform the Union Executive Board of planned  
1690 changes to the City of Wheaton's Health Insurance Program, including the City's Wellness  
1691 Incentives/Program and Employee contribution rates.

1692  
1693 **ARTICLE 34**  
1694 **LIFE INSURANCE**

1695  
1696 Employees shall be afforded a fifty-thousand (\$50,000) dollar life insurance plan.

1697  
1698  
1699 **ARTICLE 35**  
1700 **DISCIPLINE AND DISCHARGE**

1701  
1702 A. **Discipline**

1703 Where appropriate, discipline shall be progressive. Normally, employees will be disciplined  
1704 to improve behavior, and not merely punish. The following are illustrative types of discipline  
1705 which the Employer may impose:

- 1706 1. oral reprimand;
- 1707 2. written reprimand;
- 1708 3. suspension without pay;
- 1709 4. dismissal.

1710  
1711 B. **Disciplinary Action**

1712 Any disciplinary action or measure other than an oral reprimand imposed upon an employee  
1713 may be appealed through the grievance procedure. The employee may file a written reply to  
1714 any oral reprimand. If the Employer has reason to reprimand an employee, it shall be done in  
1715 a manner that will not embarrass the employee before other employees or the public.

1716  
1717 C. **Notice to Union**

1718 The Employer agrees to provide a copy of all suspension and discharge notices to the Union  
1719 within five (5) days of issuance.

1720  
1721 D. **Reinstatement**

1722 Any employee found to be unjustly suspended or discharged shall be reinstated with full  
1723 compensation for all lost time and with full restoration of all other rights, benefits and  
1724 conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a  
1725 grievance settlement or deemed appropriate by an arbitrator.

1727 E. Disciplinary Investigations

1728 Employees shall be entitled to a Union representative during any meeting called by the  
1729 employer if the employee reasonably believes that he/she will be asked questions which may  
1730 lead to his/her discipline.

1731 F. Notification to Employee

1732 Prior to imposing a suspension or discharging an employee, the Employer shall provide the  
1733 employee with written reasons for the contemplated discipline and shall afford the employee  
1734 the opportunity to rebut the reasons for the contemplated discipline.

1735 G. Reservation of Rights

1736 Nothing herein is designed to abrogate employees' rights under the Fire Fighters Disciplinary  
1737 Act.

1738 **ARTICLE 36**

1739 **GRIEVANCE PROCEDURE**

1740 A. Definition

1741 A grievance is defined as a dispute or difference of opinion raised by an employee or the  
1742 Union against the Employer involving an alleged violation of an express provision of this  
1743 Agreement.

1744 B. Procedure

1745 The parties acknowledge that it is usually most desirable for an employee and his/ her  
1746 immediate supervisor to resolve problems through free and informal communications. If,  
1747 however, the informal process does not resolve the matter, the grievance will be processed as  
1748 follows:

1749 STEP 1.

1750 Any employee and/or Union representative, or the Union alone in a Union grievance,  
1751 who has a grievance shall submit the grievance in writing to the Assistant Chief –  
1752 Administration specifically indicating that it is a grievance under this Agreement. The  
1753 grievance shall contain a complete statement of the facts, or provision(s) of this  
1754 Agreement which are alleged to have been violated and the relief requested. All  
1755 grievances must be presented no later than ten (10) calendar days from the date of  
1756 occurrence of the event giving rise to the grievance or ten (10) calendar days from  
1757 when the grievant, through normal diligence, should have become aware of the  
1758 occurrence. Thereafter, the Assistant Chief – Administration, shall meet with the  
1759 grievant and a representative of the Union, if requested by the grievant, within ten (10)  
1760 calendar days, and discuss the grievance. The Deputy Chief shall render a written  
1761 response to the grievant within ten (10) calendar days following the meeting.

1762 STEP 2.

1763 If the grievance is not settled in Step 1, and the grievant or Union desires to  
1764 appeal, it shall be referred in writing to the Fire Chief within ten (10) calendar  
1765 days after receipt of the Assistant Chief – Administration response in Step 1.  
1766 Thereafter, the Fire Chief shall meet with the grievant within fifteen (15) calendar  
1767 days. A representative of the Union shall be present to discuss the grievance. The  
1768 Fire Chief shall submit a written answer to the Union or employee within ten (10)  
1769 days following the meeting.

1777  
1778     STEP 3.

1779     If the grievance is not settled in Step 2 and the grievant or Union desires to appeal,  
1780     it shall be referred in writing to the City Manager within ten (10) calendar days  
1781     after the receipt of Fire Chief's response in Step 2. Thereafter, the City Manager or  
1782     his designee(s) shall meet with the grievant and a representative of the Union, if  
1783     requested by the grievant, within fifteen (15) business days, and discuss the  
1784     grievance. The City Manager shall submit written answer to the Union or  
1785     employee within ten (10) business days following the meeting.

1786  
1787     STEP 4 - Arbitration

1788     If the grievance is not settled in Step 3 and the Union wishes to appeal the  
1789     grievance, it may refer it to arbitration, as described below, within fifteen (15)  
1790     calendar days of receipt of the City Manager's written answer in Step 3.

1791  
1792     1. The parties shall attempt to agree upon an arbitrator. In the event the  
1793     parties are unable to agree on an arbitrator within seven (7) calendar days  
1794     after receipt of referral to arbitration, they shall jointly request the Federal  
1795     Mediation and Conciliation Service (FMCS) to submit a panel of seven  
1796     (7) arbitrators who are members in good standing of the National  
1797     Academy of Arbitrators and who are residents of Illinois, Wisconsin,  
1798     Michigan, or Indiana. The parties shall alternatively strike names from the  
1799     list until only one (1) name remains. A coin flip shall be decided to  
1800     determine who must first strike a name from the list. The arbitrator shall  
1801     be notified of his/her selection by the parties and requested to set up a  
1802     time and a place for the hearing subject to the availability of the Employer  
1803     and Union representative. More than one grievance may be submitted to  
1804     the arbitrator where both parties so mutually agree in writing.

1805  
1806     2. The arbitrator shall have no right to amend, modify, nullify, ignore, add  
1807     to, or subtract from the provisions of this Agreement. The arbitrator shall  
1808     consider and decide only the question of fact as to whether there has been  
1809     a violation of a specific provision(s) of this Agreement. The arbitrator  
1810     shall be empowered to determine the issue(s) raised by the grievance as  
1811     submitted in writing at the third step. The arbitrator will have no authority  
1812     to make a decision on any issue not so submitted or raised. The arbitrator  
1813     shall be without power to make any decision or award which is contrary to  
1814     or inconsistent with any applicable laws or rules and regulations of  
1815     administrative bodies that have the force or effect of law. For the purpose  
1816     of this article an ordinance is not a law. The arbitrator shall not in any way  
1817     limit or interfere with the powers, duties and responsibilities of the  
1818     Employer under law and applicable court decisions. Any decision or  
1819     award of the arbitrator rendered within the limitations of this Article shall  
1820     be final and binding upon the Employer, the Union and the employees  
1821     covered by the Agreement.

1822  
1823     3. The fees and expenses of the arbitrator and the cost of a court reporter, if  
1824     any, shall be divided equally between the Employer and the Union;  
1825     provided, that each party should be responsible for compensating its own  
1826     representatives and witnesses, and each party shall pay for any transcript  
1827     it may order.

1828  
1829       4. The arbitrator shall submit his/her final decision in writing within thirty (30)  
1830           calendar days following the close of the hearing or the submission of briefs by  
1831           the parties whichever is later.

1832  
1833       **Miscellaneous**  
1834

1835       1. No grievance will be processed or entertained if it is not submitted in writing to the  
1836           employee's immediate supervisor within ten (10) days of the occurrence of the event  
1837           giving rise to the grievance or when the grievant through reasonable diligence, should  
1838           have become aware of such occurrence.  
1839  
1840       2. The time limits set forth in this Article may be extended by mutual consent. If the  
1841           Employer fails to respond within the required time limits, the grievance shall  
1842           automatically be moved to the next step.  
1843  
1844       3. All grievance discussions and investigations shall take place in a manner which does not  
1845           interfere with the Employer's operations. If mutually agreed upon times occur during an  
1846           employee's duty shift, the employee shall be allowed to attend such meetings without  
1847           loss of pay. Employees' attendance at such meetings shall not occasion the payment of  
1848           overtime.

1849  
1850       **ARTICLE 37**  
1851       **DRUG AND ALCOHOL TESTING OF EMPLOYEES**  
1852

1853       A. **Prohibitions**

1854       1. Being under the influence of alcohol during the course of the workday;  
1855       2. Failing to report to their supervisor any known adverse side effects of any medication or  
1856           prescription drugs they are taking; and  
1857       3. Consuming, possessing, selling or purchasing illegal drugs at any time;  
1858       4. Abuse of prescription drugs.

1859       B. **Type of Testing**

1860       Employees may be tested for possible drug or alcohol abuse whenever a supervisor has  
1861           reasonable suspicion of alcohol or drug abuse.

1862       C. **Order to Take Test**

1863       1. The Employer shall provide the employee with written documentation of the facts or  
1864           inferences, which gave rise to the reasonable suspicion within a reasonable time after any  
1865           order to test.  
1866  
1867       2. Employer shall have the right to send Employees for a mandatory drug/alcohol test after a  
1868           significant motor vehicle accident at the Employers cost and coverage of Employees shift  
1869           time off. A significant accident shall involve injury of Civilians and/or City Employees  
1870           needing immediate medical treatment by Physician, or damage in excess of \$1500.00  
1871           based on a good faith estimate made by the investigating patrol officer.

1872       D. **Tests to be Conducted**

1873       For drug testing, the Employer shall use only a clinical laboratory or hospital facility that is  
1874           licensed per the Illinois Clinical Laboratory Act, which shall comply with N.I.D.A. and  
1875           D.O.T. standards.

1879 E. Test results

1880 1. As to drug testing, the Employer shall be notified in the event that a sample has tested  
1881 positive or negative for a particular drug on both the initial and confirmatory test. As to  
1882 alcohol testing, test results showing an alcohol concentration of .02 shall be considered  
1883 positive.

1884

1885 2. Any employee sent for a drug or alcohol test shall sign an appropriate release(s) so that  
1886 the Employer may obtain access to the test results and any other relevant information.  
1887 Upon request, a copy shall be provided to the Union.

1888 F. Right to Contest

1889 The Union and/or the employee shall have the right to contest and/or grieve any alleged  
1890 violation of this Article.

1891 G. Voluntary Requests for Assistance

1892 No adverse employment action shall be taken in any manner or forum against any employee  
1893 who voluntarily seeks assistance for drug or alcohol related problems provided that the  
1894 employee voluntarily seeks assistance prior to being notified to take a test or prior to any  
1895 event that would permit the City to order a test. The Employer may temporarily reassign or,  
1896 place the employee on paid time off options for a maximum period of fifteen (15) duty shifts  
1897 unless the parties mutually agree to a longer period. All such requests shall be held strictly  
1898 confidential and not released or used in any manner or forum contrary to the employee's  
1899 interests.

1900 H. Discipline

1901 Although the Employer reserves the right to discipline employees up to and including  
1902 discharge for violations of this Article, it will normally follow the principles of progressive  
1903 discipline for alcohol related violations. In addition, it will normally follow the principles of  
1904 progressive discipline in those drug related violations of this Article which are not violations of  
1905 the law.

1906 **ARTICLE 38**

1907 **COMPENSATORY/PERSONAL TIME**

1908 All employees covered by the terms of this Agreement shall have, as their option, the right to  
1909 choose compensatory time off, at the appropriate overtime rate, in lieu of payment. Compensatory  
1910 time off may be accumulated to seventy-three (73) hours.

1911 Employees will be provided with 24 hours of Personal Time at the beginning of each Calendar  
1912 year, and it must be used in the year that it was earned. Personal Time will not be paid out upon  
1913 retirement, resignations, termination or departure for any other reason. Employees who are unable  
1914 to use their Personal Time due to Workers' Compensation leave shall be entitled to reschedule  
1915 their Personal Time to unused slots or carry unused Personal Time over to the next calendar year.  
1916 Compensatory time off and Personal Time shall be granted upon the employee's request under the  
1917 following parameters:

1918 1. All requests for Compensatory Time and Personal Time shall be submitted via electronic  
1919 notification to the Chief, Shift Commander or Acting Shift Commander (working the day  
1920 the request is submitted).

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

## **ARTICLE 39** **SHIFT TRADES**

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

It is the employee's responsibility to record trade time in the duty logs at the appropriate stations.
- C. Availability for Overtime

Employees that have agreed to work the duty trades shall not be available to be called for overtime for that day.
- D. Responsible Party Due to Illness, Etc.

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

Duty trades shall be the responsibility of the employees involved.

## **ARTICLE 40** **VACATION LEAVE**

## A. Accrual

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

## B. Bidding

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

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

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

2030 first serve basis in twenty four (24) hour blocks subject to the requirements of item #B-4  
2031 of this Article. Employees shall complete selection of vacation day(s) by June 15<sup>th</sup>.  
2032

2033 2.c All Vacation requests shall be submitted via current electronic time attendance system to  
2034 the Shift Commander or Acting Shift Commander.

2035 3. Three calendars shall be circulated, one per shift, starting with the senior most employee  
2036 then in order to the least senior employee of that shift. The employee shall be allowed a  
2037 reasonable amount of time to select his/her one vacation pick before it is offered to the  
2038 next employee.

2039 4. Three-fourths (3/4) of the vacation time to be accrued (rounded up to a full day if one-  
2040 half (1/2) or more) must be scheduled in a minimum of twenty-four (24) hour blocks of  
2041 time.

2042 5. The remaining vacation time shall be scheduled in no less than twelve (12) hour blocks of  
2043 time.

2044 6. There shall be no cancellation of vacation leave. Rescheduling of a vacation day will be  
2045 permitted, as long as the rescheduled time is not less than twelve (12) hours, the time is  
2046 available, at least ¾ of the vacation time is taken in twenty-four (24) hour increments and  
2047 the request is made at least seventy-two (72) hours before the initial scheduled vacation  
2048 leave.

2049 7. After January 1<sup>st</sup>, compensation time may be combined w/ a remaining small block of  
2050 vacation time (less than 12 hours) to total a block of (12) hours, or larger (Subject to  
2051 requirements of B-1 of this Article).

2052

2053 C. Shift Change Contingency

2054 If there is a shift change made by the Employer after the affected employee has chosen  
2055 his/her vacation leave, and that leave has been granted, the Employer shall grant the  
2056 employee his/her original block of leave.

2063 **ARTICLE 41**  
2064 **SICK AND INJURY LEAVE**

2065 A. Accrual

2066 Sick leave shall be credited to all probationary and regular full-time sworn employees of the  
2067 fire department at the rate of one (1) work day for each two full months of service and shall  
2068 be accumulated to a maximum of sixty (60) working days for each employee. After the  
2069 accumulation of sixty (60) days, sick leave shall be credited at the rate of one-half (.5) day for  
2070 each two full months of service.

2071 B. Thirty Day Bank

2072 Full time sworn members of the Fire Department who have utilized all of the earned sick  
2073 days may on a one time basis only, draw upon a bank of thirty (30) days. This thirty (30) day  
2074 bank would be available on a one day basis until such time as the thirty (30) days were  
2075 utilized. This bank of days will not count towards any monetary payout for sick leave at the  
2076 end of the sworn employee's career.

2081 C. Use

2082 1. Sick leave shall not be considered a privilege which an employee may use at the  
2083 employee's discretion, but shall be allowed only in case of actual sickness or disability of  
2084 the employee. Sick leave may also be granted to meet medical or dental appointments  
2085 which cannot reasonably be scheduled during non-working hours, and in the event of an  
2086 illness or injury of an immediate family member which requires the presence of the  
2087 employee.

2088 2. The Fire Chief (or his/her designee) may send an employee home on sick leave if, in the  
2089 opinion of the Fire Chief (or his/her designee), the employee appears ill and threatens the  
2090 health of other employees.

2091 3. Sick leave may be advanced to employees by the Fire Chief (or his/her designee) if in the  
2092 Fire Chief's (or his/her designee's) opinion such advancement is justified. The Fire Chief  
2093 shall provide the Director of Human Resources with a memorandum describing in  
2094 reasonable detail the rationale for approval.

2095 D. Sick Leave Requests

2096 1. Immediately upon return to work, employees submit a Request for Sick Leave form to  
2097 their immediate supervisor, who shall forward the request to the Fire Chief (or his/her  
2098 designee) for approval.

2099 2. A certificate will be required for a single day absence only when there is a pattern of sick  
2100 leave usage which indicates abuse, or whether there is other evidence indicating abuse.

2101 3. As mutual protection for the Employer and the employee, the Fire Chief (or his/her  
2102 designee) may require an employee to submit to a complete physical examination by a  
2103 physician designated by the Employer prior to an employee's return to work. The cost of  
2104 such physical examination is the responsibility of the employee, but may be paid for by  
2105 the Employer upon the approval of the responsible City official.

2106 4. The Fire Chief (or his/her designee) may require an employee who is off on sick leave to  
2107 submit a physician's certificate which indicates the specific nature of the illness or injury  
2108 and prognosis as to the earliest date when the employee will be able to return to work.  
2109 The Fire Chief (or his/her designee) may require an employee to have the physician's  
2110 certificate updated. Any cost(s) associated with providing a physician's certificate are the  
2111 responsibility of the employee.

2112 E. Sick Leave Buy Back

2113 1. If an employee desires, he/she may buy back a maximum of one (1) sick day per calendar  
2114 year. The amount of Sick Leave bought back will then be deducted from the unused Sick  
2115 Leave earned and any remaining days will accumulate with those of previous years.  
2116 Payment shall be made at the employee's present rate of pay at his/her time of the buy-  
2117 back. Employees that have used zero (0) to one and one-half (1.5) days of sick leave in  
2118 the past year are eligible to buy-back one (1) sick day. For employees that have used two  
2119 (2) to three (3) days of sick leave in the last calendar year, he/she is eligible to buy-back  
2120 one-half (.5) days' pay. For the purpose of determining the number of sick days used in a  
2121 year, the twelve (12) month period will run from November 1 to October 31. New  
2122 employees will be required to wait until November 1<sup>st</sup> to begin eligibility for this  
2123 program. Employees will be required to notify the Fire Chief (or his/her designee) in  
2124 writing by the November deadline if they wish to participate in this program. Employees

2132 shall receive his/her buy back check with his/her paycheck on or around December 10.  
2133

2134 **ARTICLE 42**  
2135 **FUNERAL LEAVE**

2136  
2137 In the event of death in the family (defined as the employee's legal spouse, mother-in-law, father-  
2138 in-law, child, son-in-law, daughter-in-law, parent, grandparent, brother, sister, grandchild,  
2139 brother-in-law, sister-in-law, parent of spouse, grandparent of spouse, niece, nephew, aunt and  
2140 uncle), and any other person dependent on the employees care, an employee shall receive off,  
2141 with pay, the day of the death (if on-duty) plus twenty-four (24) hours of duty, if required, and  
2142 approved by the Fire Chief, for matters in direct relation to the death. The Fire Chief or his  
2143 designee may grant additional time off (unpaid, vacation, compensatory time or personal leave) if  
2144 there is a need for more time. This time shall not be unreasonably denied.  
2145

2146  
2147 **ARTICLE 43**  
2148 **COURT LEAVE / JURY DUTY**

2149  
2150 A. **Court Leave**

2151 The Employer shall grant leave to an employee for the period of time he/she is required to  
2152 appear before a court, judge, justice, or coroner as a plaintiff, defendant, or witness, on any  
2153 matter arising out of the employee's performance of his duties with the Employer. The  
2154 employee shall be released from duty without loss of pay for such appearances which occur  
2155 on scheduled duty days, and shall be compensated at time and one-half of their regular hourly  
2156 rate of pay for such appearances which occur on scheduled days off. The employee shall  
2157 immediately notify the Fire Chief (or his designee) as soon as they receive a notice to appear  
2158 as a plaintiff, defendant, or witness. Employees shall not exercise the rights in this Section if  
2159 an employee or the Union is in litigation against the Employer and the employee is  
2160 subpoenaed as a witness against the Employer.  
2161

2162 B. **Jury Duty**

2163 An employee who is summoned for jury duty shall notify the Fire Chief or his designee  
2164 immediately to provide as much advance notice as possible. If the employee is required to  
2165 attend jury duty on a day he/she is scheduled to work, he/she will be released from shift duty  
2166 for the entire shift if the Fire Chief (or his designee) deems it appropriate. Any employee who  
2167 is required to appear for, or serve on, a jury shall receive his/her regular pay and benefits  
2168 while so serving, provided that the employee remits to the Employer any compensation the  
2169 employee receives for jury duty for any days the employee is scheduled to work. Time spent  
2170 on jury duty does not count as hours worked for the purposes of calculating overtime.  
2171

2172 **ARTICLE 44**  
2173 **MILITARY LEAVE**

2174  
2175 Military leave shall be granted in accordance with applicable Illinois and Federal law.  
2176

2177 **ARTICLE 45**  
2178 **ENTIRE AGREEMENT**

2179  
2180 This written Agreement constitutes the party's complete agreement, and concludes bargaining for  
2181 its term as to any subject expressly covered by the terms of this Agreement, unless mutually  
2182 agreed to by both parties. No amendment or modification of this Agreement shall be operative or

2183 effective unless reduced to writing and executed or signed by the representatives of the parties.

2184  
2185 The parties' agreement to this provision shall not be construed as waiving any of their respective  
2186 rights or obligations to negotiate as may be required by the IPLRA as to:

2187  
2188 The impact of the exercise of the Employer's management rights as set forth herein on any terms  
2189 and conditions of employment.

2190  
2191 **ARTICLE 46**  
2192 **SAVINGS CLAUSE**  
2193

2194 If any provision of this Agreement or the application of any such provision should be rendered or  
2195 declared invalid by any court or by any statute, the remainder of the Agreement shall remain in  
2196 full force and effect. If appropriate, the parties shall attempt to negotiate a substitute for the  
2197 provision declared invalid.

2198  
2199 **ARTICLE 47**  
2200 **DURATION AND RENEGOTIATIONS**  
2201

2202 A. This Agreement and each of its provisions shall be effective as of May 1, 2015 and shall  
2203 continue in full force and effect until April 30, 2018 and thereafter unless either party shall  
2204 notify the other in writing 120 days (or by January 1st) prior to the anniversary date of this  
2205 contract, that it desires to modify and/or amend this Agreement. Negotiations shall  
2206 commence no later than thirty (30) days after service of such notice.

2207 B. Any retroactive pay shall be on a separate check from normal salary.

2208  
2209  
2210 **RETURNING TO ARBITRATOR FLETCHER**  
2211

2212 With regards to Case No. S-MA-12-278, the parties agree to maintain the status quo for health  
2213 insurance until June 30, 2015 at which time the successor CBA will take effect. The parties also  
2214 agree not to return to Arbitrator Fletcher with this issue for the CBA dated May 1, 2012 to April  
2215 30, 2015.

2216  
2217 IN WITNESS WHEREOF, the parties hereto have affixed their signature, this \_\_\_\_\_  
2218 day of \_\_\_\_\_, 2015.

2219  
2220 FOR THE UNION:

FOR THE CITY:

2221  
2222 \_\_\_\_\_

2223  
2224 Mayor

2225  
2226 \_\_\_\_\_

2227  
2228 City Clerk

2229  
2230 \_\_\_\_\_

2231  
2232 \_\_\_\_\_

**APPENDIX A**  
**SALARY SCHEDULE**

**Firefighter**

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

**Lieutenant**

	<b>5/1/2014</b>	<b>5/1/2015</b>	<b>5/1/2016</b>	<b>5/1/2017</b>
Step 1	\$96,184	\$98,348	\$100,561	\$102,824
Step 2	\$97,146	\$99,332	\$101,567	\$103,852
Step 3	\$98,582	\$100,800	\$103,068	\$105,387
Step 4	\$99,780	\$102,025	\$104,321	\$106,668
Step 5	\$103,769	\$106,104	\$108,491	\$110,932

**APPENDIX B**  
**PROMOTIONAL POTENTIAL RATING**

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

**PERFORMANCE UNDER STRESS OF EMERGENCY**

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

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

Total of Above Scores: \_\_\_\_\_ Divided by 8 =\_\_\_\_\_

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

## City of Wheaton Fire Lieutenant Selection Process

### Knowledge and Experience Rating Sheet

#### LEADERSHIP

##### Quality of Department Leadership

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

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

Total of Above Scores: \_\_\_\_\_ Divided by 11 =\_\_\_\_\_

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

## City of Wheaton Fire Lieutenant Selection Process

### Knowledge and Experience Rating Sheet

#### ETHICS AND VALUES

##### Quality of Department Ethics and Values

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

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

Total of Above Scores: \_\_\_\_\_ Divided by 8 = \_\_\_\_\_

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

## City of Wheaton Fire Lieutenant Selection Process

### Knowledge and Experience Rating Sheet

#### TEAMWORK

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

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

Total of Above Scores: \_\_\_\_\_ Divided by 8 =\_\_\_\_\_

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

City of Wheaton Fire Lieutenant Selection Process

Promotional Potential Rating

**SUMMARY SHEET**

Candidate's Name: \_\_\_\_\_

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

Total of Weighted Dimension Scores = Total Promotional Potential Rating Points

Promotional Potential Rating Points Awarded \_\_\_\_\_

---

Evaluators Printed Name

---

Evaluators Signature

## **APPENDIX C**

### **FACTORS IN CHIEFS POINTS**

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

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

Total of Above Scores: \_\_\_\_\_ Divided by 8 = \_\_\_\_\_

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

IPBC - City of Wheaton

APPENDIX D


Your Health Care Benefit Program  
PL4629

8/22/2008

J. M. Rodriguez  
City of Wheaton

ASO-1  
Effective Date: January 1, 2006

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## BENEFIT HIGHLIGHTS

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

### THE MEDICAL SERVICES ADVISORY PROGRAM

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

#### MSA®/

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

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

Inpatient Substance Abuse and Rehabilitation Treatment and Inpatient Mental Illness treatment benefit period maximum	30 days	— Outpatient Diagnostic Services	70% of the Eligible Charge
Payment Level for Accident Care		— Outpatient treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment	50% of the Eligible Charge
HOSPITAL BENEFITS			
Payment level for Covered Services from a Participating Provider:			
— Inpatient Covered Services	90% of the Eligible Charge	Payment level for Covered Services from a Non-Administrator Provider	50% of the Eligible Charge
— Inpatient Substance Abuse Rehabilitation Treatment and Inpatient Mental Illness	90% of the Eligible Charge	Hospital Emergency Care	90% of the Eligible Charge
— Outpatient Covered Services	90% of the Eligible Charge	— Payment level for Emergency Medical Care from either a Participating, Non-Participating or Non-Administrator Provider	90% of the Eligible Charge
— Outpatient Surgery	90% of the Eligible Charge		
— Outpatient Diagnostic Services	90% of the Eligible Charge		
— Outpatient treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment	60% of the Eligible Charge		
Payment level for Covered Services from a Non-Participating Provider:			
— Inpatient Covered Services	70% of the Eligible Charge	Payment level for Surgical/ Medical Covered Services	90% of the Maximum Allowance
— Inpatient Substance Abuse Rehabilitation Treatment and Mental Illness	70% of the Eligible Charge	— Participating Provider	70% of the Maximum Allowance
— Outpatient Covered Services	70% of the Eligible Charge	— Non-Participating Provider	70% of the Maximum Allowance
— Outpatient Diagnostic Services	60% of the Eligible Charge	Payment level for Emergency Medical Care when rendered by a Physician	90% of the Maximum Allowance
— Outpatient treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment	60% of the Eligible Charge	Payment level for Outpatient Diagnostic Service	90% of the Maximum Allowance
Payment level for Outpatient Services from a Non-Participating Provider:		— Participating Provider	90% of the Maximum Allowance
— Inpatient Covered Services	70% of the Eligible Charge	— Non-Participating Provider	70% of the Maximum Allowance
— Inpatient Substance Abuse Rehabilitation Treatment and Mental Illness	70% of the Eligible Charge	Payment level for Outpatient treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment	90% of the Maximum Allowance
— Outpatient Covered Services	70% of the Eligible Charge	— Participating Provider	60% of the Maximum Allowance
— Outpatient Surgery	70% of the Eligible Charge	— Non-Participating Provider	50% of the Maximum Allowance
		Additional Surgical Opinion	100% of the Claim Charge

## OTHER COVERED SERVICES

Payment level 90% of the Eligible Charge or Maximum Allowance

## PRESCRIPTION DRUG PROGRAM BENEFITS

### Payment Level

— generic drugs

— Formulary brand name drugs and diabetic supplies

90% of the Eligible Charge per prescription

80% of the Eligible Charge per prescription

70% of the Eligible Charge per prescription

\$1,500 per benefit period

\$2,500 per benefit period

Family Out-of-Pocket Limit  
Individual Out-of-Pocket Limit

Home Delivery Prescription

Drug Program

Payment Level

— Formulary brand name drugs and diabetic supplies

90% of the Eligible Charge per prescription

80% of the Eligible Charge per prescription

\$1,500 per benefit period

\$2,500 per benefit period

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

## DEFINITIONS SECTION

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

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

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

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

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

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

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

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

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

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

**APPENDIX E**  
**HEALTH PLAN**

Your Health Care Benefit Program



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

Plan Year Beginning July 1, 2014



**BlueCross BlueShield of Illinois**  
*Experience. Wellness. Everywhere.™*

## BENEFIT HIGHLIGHTS

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

### **PHYSICIAN BENEFITS**

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

### **HOSPITAL BENEFITS**

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

- Your Cost for Outpatient Covered Services      None

#### **SUPPLEMENTAL BENEFITS**

- Your Cost for Covered Services      None

#### **EMERGENCY CARE BENEFITS**

- Your Cost for an In-Area Emergency      \$75 Emergency Room Copayment (waived if emergency room visit immediately follows a visit with your employer's medical personnel)
- Your Cost for an Out-of-Area Emergency      \$75 Emergency Room Copayment (waived if emergency room visit immediately follows a visit with your employer's medical personnel)
- Your Cost for Emergency Ambulance Transportation      None

#### **SUBSTANCE USE DISORDER TREATMENT BENEFITS**

- Your Cost for Inpatient Substance Use Disorder Treatment      None
- Your Cost for Outpatient Office Visits for Substance Use Disorder Treatment      \$15 per Visit
- Your Cost for Outpatient Specialist Physician Office Visits for Substance Use Disorder Treatment      \$15 per Visit

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

#### **LIMITING AGE FOR DEPENDENT CHILDREN**

26

## Your Health Care Benefit Program



IPBC - City of Wheaton  
P14629

**PPO**

Plan Year Beginning July 1, 2014

Administered by:



**BlueCross BlueShield of Illinois**  
*Experience. Wellness. Everywhere.™*

## BENEFIT HIGHLIGHTS

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

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

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

### HOSPITAL BENEFITS

Payment level for Covered Services from a <b>Participating Provider:</b>	
— Inpatient Covered Services	90% of the Eligible Charge
— Outpatient Covered Services	90% of the Eligible Charge

Payment level for Covered Services from a <b>Non-Participating Provider:</b>	
— Inpatient Covered Services	70% of the Eligible Charge

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— Outpatient Covered Services	70% of the Eligible Charge
Payment level for Covered Services from a <b>Non-Administrator Provider</b>	50% of the Eligible Charge
Hospital Emergency Care	
— Payment level for Emergency Accident Care from either a Participating, Non-Participating or Non-Administrator Provider	90% of the Eligible Charge
— Payment level for Emergency Medical Care from either a Participating, Non-Participating or Non-Administrator Provider	90% of the Eligible Charge
<b>SUPPLEMENTAL ACCIDENT CARE</b>	
Benefit Payment Level	100% of the Eligible Charge or U & C Fee* per accident, up to a maximum of \$300, then paid at 90% of the Eligible Charge or U & C Fee*

#### PHYSICIAN BENEFITS

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

Payment level for Emergency Medical Care      90% of the Maximum Allowance

#### OTHER COVERED SERVICES

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

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