



**AGREEMENT BETWEEN  
THE VILLAGE OF WHEELING AND  
THE WHEELING FIREFIGHTERS  
ASSOCIATION (IAFF; LOCAL 3079)**

**MAY 1, 2023 THROUGH APRIL 30, 2027**



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**AGREEMENT BETWEEN  
THE VILLAGE OF WHEELING AND THE  
WHEELING FIREFIGHTERS ASSOCIATION**

**THIS AGREEMENT** made this 17<sup>th</sup> Day of July, 2023, by and between the **VILLAGE OF WHEELING**, an Illinois municipal corporation (hereinafter referred to as the "Village"), and the **WHEELING FIREFIGHTERS ASSOCIATION, Local 3079, of the International Association of Firefighters, AFL-CIO**, an association comprised of and representing all sworn full-time, bargaining unit members of the Wheeling Fire Department as described in Article I (hereinafter referred to as the "Association").

**WITNESSETH:**

**WHEREAS**, the Village has met with the duly authorized representatives of the Association; and

**WHEREAS**, the Village and the Association have negotiated and agreed to the wages, hours, terms and conditions of employment for the bargaining unit members of the Association for the period of May 1, 2023 to April 30, 2027.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties do hereby mutually covenant and agree as follows:

**ARTICLE I - RECOGNITION**

The Village recognizes the Association as the sole and exclusive bargaining representative for a bargaining unit consisting of all sworn, full-time employees of the Village of Wheeling Fire Department holding the classification of firefighter, firefighter/paramedic, lieutenant or lieutenant/paramedic. Individuals within said unit are hereinafter referred to as "employees." For the purpose of this Agreement, the rank of firefighter shall include firefighter/paramedic and the rank of lieutenant shall include lieutenant/paramedic.

Such unit shall not include volunteer or paid on call personnel; nor include managerial, supervisory, professional or confidential employees (as defined by the Illinois Public Labor Relations Act) of the Village of Wheeling within the Fire Department.

**ARTICLE II - RIGHTS OF MANAGEMENT**

The Association recognizes the exclusive right of the Village to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine the operations or services to be conducted by employees of the Village and solely determine all standards of service to be offered to the public; to determine the methods, means, organization, number of personnel, equipment, facility, and materials to be employed or needed to carry out the operations of the department; to supervise and direct the working forces; to hire employees and to establish the qualifications for employees to be hired; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign

overtime; to determine whether those services are to be provided by employees covered by this agreement or by other employees or persons not covered by this agreement; to make, alter and enforce reasonable rules, regulations, orders and policies, to evaluate employees; to discipline, suspend, demote and discharge post-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## **ARTICLE III - DIRECT COMPENSATION**

### **3.1 Merit Pay Step Increases**

Any employee who has completed one (1) year of continuous service with the Village shall be eligible for consideration for a merit pay step increase. The date of eligibility and effective dates for any merit pay step increase shall be dependent upon the starting date of regular employment or the date of promotion to the rank of lieutenant, whichever is applicable, herein referred to as "anniversary date." Upon each successive anniversary date, an employee shall be eligible for a merit pay step increase until the employee has reached the top step of the pay plan. The purpose of the merit pay salary system is to evaluate the performance of the employees of the Village in the accomplishments of their assigned duties and responsibilities. In evaluating an employee's performance, it is necessary to take factors into consideration which have direct relationship to the accomplishment of work assignments. Such factors include, but are not limited to, job industry, job knowledge, job dependability, job attitude and public relations. The decision to deny a merit pay step increase shall be subject to the grievance procedure, and may be reversed where there is no reasonable basis for such a denial. The arbitrator shall have the authority but shall not be required to grant a retroactive merit pay increase should the decision of the Village be reversed. If an employee has been denied a merit pay step increase, the employee shall be reevaluated within six (6) months. An employee who receives a satisfactory reevaluation shall receive a merit pay step increase effective on the date of such reevaluation.

### **3.2 Salary Schedules**

- (a) Retroactive to May 1, 2023, all base salaries for Firefighter, Firefighter/Paramedic, and Lieutenant shall be increased by three and a quarter percent (3.25%).
- (b) Effective May 1, 2024, all base salaries for Firefighter, Firefighter/Paramedic and Lieutenant shall be increased by three and a half percent (3.5%).
- (c) Effective May 1, 2025, all base salaries for Firefighter, Firefighter/Paramedic and Lieutenant shall be increased by three percent (3.0%).
- (d) Effective May 1, 2026, all base salaries for Firefighter, Firefighter/Paramedic and Lieutenant shall be increased by three percent (3.0%).

A "Salary Schedule" reflecting these changes is attached as "Appendix A" of this agreement.

#### **ARTICLE IV - HOURS OF WORK AND OVERTIME**

##### **4.1 STARTING TIMES FOR 24-48 HOUR EMPLOYEES**

The shift starting times for employees assigned to twenty-four (24) hour shifts, known as 24-48 hour employees, shall be between 6:30 a.m. and 8:30 a.m. In the event of a change in starting time, reasonable notice of not less than 24 hours will be given to affected employees.

##### **4.2 CONDITIONS FOR WORK SCHEDULE CHANGES OF 24/48 HOUR EMPLOYEES**

The Village has the discretion to make a permanent change in the basic work schedule of the 24-48 hour shift employees. Any such change in the basic work schedule of the 24-48 hour shift employees shall be subject to the following provisions:

1. The Village shall provide the Association written notice of any desired work schedule change prior to the proposed implementation of any such change;

2. The Village shall provide evidence and/or demonstrate the need basis for any desired work schedule change;

3. Prior to any implementation of any work schedule change, the Association may demand in writing bargaining with the Village over the decision (content and substance) to change work (shift) schedules and also the impact of the desired work schedule change. The Parties shall have at least thirty (30) calendar days in which to engage in such negotiations.

4. Absent agreement of the Parties concerning the decision and/or the impact of any desired work schedule change, the matter shall be submitted to interest arbitration. The Interest Arbitrator shall use as criteria those standards set forth in the Illinois Public Labor Relations Act. The Interest Arbitrator shall also use, as a criteria, the interests and needs of both the bargaining unit employees and the Village.

5. Both the Village and the Association may submit proposals to the Interest Arbitrator. However, the Interest Arbitrator's authority is limited solely to either adopting or rejecting the Village's proposal concerning any change in the "24-48 hour" shift schedule. The Interest Arbitrator may not rule on any proposal submitted by the Association.

6. Where the Interest Arbitrator has adopted the Village's proposal, the Village may reject the Interest Arbitrator's decision adopting the Village's proposal. In such circumstances, this "right of rejection" must be exercised in a reasonable period, not exceeding thirty (30) calendar days unless expressly otherwise mutually agreed to by the Association and the Village. Where, the

Village exercises this "right of rejection," the status quo ante shall be maintained and there shall be no change in the "24-48 hour" shift schedule.

7. The Village may petition for interest arbitration in regard to changing the schedules of 24-48 hour shift employees only once during the term of the labor agreement.

8. Until the terms of Paragraph 1 through 6 have been satisfied, the basic work schedule of the 24-48 hour shift work employees shall not be changed by the Village.

### **4.3 Computing Hourly Wage**

(a) The normal work week for all employees covered by this Agreement shall be an average of fifty-three and seven tenths (53.7) hours per week, for the purpose of computing hourly and overtime pay. The hours per work week are attained by calculating the total number of hours per year, two thousand nine hundred twelve (2,912), less Kelly Day adjustments, and dividing by fifty-two (52) weeks. The "regular hourly rate of pay" shall be determined by dividing the employee's annual salary by two thousand seven hundred ninety two (2,792).

(b) Employees shall be considered to be on a twenty-eight (28)-day work cycle for the purpose of computing overtime pay as provided in the Fair Labor Standards Act. For purposes of this Fair Labor Standards Act, hours worked shall not include hours paid but not worked such as holidays, vacation days, etc.

### **4.4 Overtime**

Any time worked beyond an employee's regularly scheduled work day shall be defined as overtime. Except as provided in Section 4.6 (a) of this Article, overtime shall be paid at time and one half the employee's regular hourly pay rate, with a guaranteed minimum of one (1) hour (one and one half hours pay) for the first hour or less worked with additional time being credited in quarter hour increments. Any employee who is assigned to the disaster staffing schedule in accordance with SDG # 300-32 of the Wheeling Fire Department shall be paid overtime for any time worked during the disaster situation in excess of the hours that would have been worked by the employee on his regular 24/48 hour work schedule. An employee who has left the premises after working a scheduled shift and is required to return to work or, an employee who receives training in accordance with Section 4.10 other than his scheduled duty day(s) shall receive a minimum of two (2) hours pay at his overtime rate of pay.

An employee shall receive compensation for overtime on the next scheduled pay day after working the overtime. Any overtime accrued as a result of the Fair Labor Standards Act (FLSA) shall be included on the next scheduled pay day following completion of the work cycle.

#### **4.5 Callback**

Callback shall be defined as overtime for employees who return to work for general alarms. Callback shall be voluntary except when an unusual emergency condition would require otherwise.

#### **4.6 Holdover**

(a) Holdover shall be defined as overtime for which an employee of the appropriate classification is held over after the completion of his scheduled shift to cover a manpower shortage or to complete a service call. An employee held over to complete a service call shall receive a minimum of fifteen (15) minutes pay at his overtime rate with additional time being credited in fifteen (15) minute increments.

(b) An employee may be held over during the period a hireback is located or longer if a hireback is not obtained. The Fire Chief will first request volunteers of the appropriate rank or classification from the preceding shift to work the position for which the manpower shortage exists. If after requesting volunteers from the preceding shift, the manpower shortage still exists, the Fire Chief may require the first eligible employee(s) on the applicable list from the preceding shift and station for which the manpower shortage exists to work

#### **4.7 Hireback**

(a) Hireback shall be defined as overtime for which an employee returns to work because of a manpower shortage. An expected hireback shall be defined as a manpower shortage that is reasonably anticipated prior to the date it is needed. An unexpected hireback is a manpower shortage that arises just prior to the start of a shift.

(b) PURPOSE: To establish a procedure to insure proper distribution of overtime in accordance with the Agreement between the Village of Wheeling and the Wheeling Firefighter's Association I.A.F.F. Local 3079

#### **(c) GENERAL OPERATING GUIDELINES**

1. The overtime book will be kept in the Battalion Chief's office labeled "OVERTIME LIST HIREBACK BOOK".
2. The overtime book will contain the following 4 lists:
  - a. Line personnel anticipated over 12 hours "Blue Shirt Long List"
  - b. Line personnel anticipated under 12 hours "Blue Shirt Short List"
  - c. Officer anticipated over 12 hours "White Shirt Long List"
  - d. Officer anticipated under 12 hours "White Shirt Short List"
3. After determination that the need for hireback exists, the Battalion Chief or Acting Battalion Chief will be responsible for arranging the appropriate hire back personnel.

4. The Battalion Chief or Acting Battalion Chief will call the first appropriate employee whose name appears on the designated hireback list. If no contact is made with that employee, the B/C will proceed to the next appropriate employee on the hireback list and so on until contact is made. After an employee is contacted, the employee has the option of accepting or refusing hireback. If accepted, the Battalion Chief or Acting Battalion Chief will fill in the appropriate information on the hireback list and advise the employee as to what time to report for duty as well as which station to report to. If the hireback is refused the Battalion Chief or Acting Battalion Chief will fill in the appropriate information on the hireback list, then proceed to the next employee on the hireback list.

5. After an employee is contacted and accepts or refuses the name will be crossed off the top of the list and the employee's name and phone number shall be written in at the bottom of the appropriate list.

6. If the hireback that was originally anticipated to last twelve (12) hours or less extended beyond that period, the employee who accepted the hireback shall not be marked on the twenty-four (24) hour hireback list. If an anticipated twelve (12) hours or less hireback extends beyond that period, the hireback may be held over until coverage is found. The employee will not be forced to remain should a vacancy in the shift occur while working the anticipated twelve (12) hours or less hireback until the appropriate hireback list is contacted.

7. If after attempting to contact all eligible employees on the hireback list and the manpower shortage still exists, the Battalion Chief or Acting Battalion Chief may require the force back of an employee(s) from the off going shift to work hireback.

8. Employees who are anticipated to return to work from being off on sick leave, Department quarantine, or worker compensation must return to shift work before being eligible for hireback.

(d) EXPECTED HIREBACK: Definition – A manpower shortage that is reasonably anticipated prior to the date it is needed is considered an expected hireback.

1. For an expected hireback, the Battalion Chief or Acting Battalion Chief shall first call five (5) calendar days prior to the date the hireback is needed.

2. Calls for expected hirebacks will be made between 1700 hours and 2200 hours whenever possible.

3. Calls for a hireback identified the day before or up to (4) days before will be made between 1700 hours and 2200 hours whenever possible.
4. When more than one (1) hireback is needed for a specific shift, hirebacks of twenty-four (24) hours shall be offered first.
5. In the event no one accepts the hireback, the Battalion Chief or Acting Battalion Chief on duty the next day will attempt to contact the personnel who were not contacted the previous day to fill hireback.
6. For expected hirebacks that are unfilled four (4) days before hireback is needed, the eligible employee from the appropriate list will be required to work a forceback, once the list is exhausted. Expected hirebacks known with less than four (4) days before hireback is needed, the eligible employee from the appropriate list will be required to work a forceback once the list is exhausted.
7. An employee forced back can arrange for a replacement or split the hireback if he/she should so desire.

(e) UNEXPECTED HIREBACK: Definition – A manpower shortage that affects minimum manning requirements and arises just prior to or after the start of a shift is considered unexpected hireback. An unexpected hireback is scheduled and worked on the same day.

1. For an unexpected hireback, the Battalion Chief or Acting Battalion Chief will call as soon as the determination is made that a hireback is needed.
2. When more than one (1) hireback is needed for a specific shift, hireback of twenty-four (24) hours shall be offered first.
3. For unexpected manpower shortages which affect minimum manning requirements and arises after the start of a shift or an **unusual emergency condition occurs**, the hireback procedures shall be followed as stated in the **“GENERAL OPERATING GUIDELINES”** section.
4. If after following the **“GENERAL OPERATING GUIDELINES”**; the minimum manning requirement has not been filled, a Department wide text/page message will be performed indicating a staffing shortage.
5. The first appropriate employee or employees to contact the Battalion Chief or Acting Battalion Chief to fill the shortage after the text message or page notification has been sent; will be scheduled.

6. If a shortage still exists 30 minutes after a Department wide text message or page notification has occurred; an ***unusual emergency condition*** will exist and employees "*outside the appropriate rank*" will be contacted using the "**GENERAL OPERATING GUIDELINES**" to fill the shortage.
7. A second Department wide text/page message will be performed if a shortage still exists after using the "**GENERAL OPERATING GUIDELINES**" to contact personnel "*outside the appropriate*" rank.
8. An employee "*outside the appropriate rank*" maybe forced back if an unusual emergency condition exists. This applies to both out of rank hirebacks for Firefighter and Lieutenant.
9. A filled shortage will no longer be available once scheduled.
10. For unexpected manpower shortage which affects minimum manning requirements and arises after the start of a shift, or an unusual emergency condition occurs, the procedure used for hireback shall be at the discretion of the Fire Chief.

(f) EXEMPTIONS FROM HIREBACK

1. No employee shall be offered hireback for his/her assigned shift.
2. No employee shall be permitted to work more than forty-eight (48) hours continuously.
3. Any employee who has entered into a scheduled time off period (vacation, holiday, Kelly Day, duty trade) may refuse hireback without forfeiting their position on the hireback list.
4. Employees from one rank cannot be used to fill another rank for hireback basis, except when an ***unusual emergency condition*** exists and per the order of the Fire Chief.

#### 4.8 Extra Duty

Extra duty shall mean an employee being required to work overtime for reasons other than to complete a service call following a shift, a manpower shortage, or training, including paramedic training. The Fire Chief will first seek volunteers to work extra duty before requiring an employee to work. Specific employees, however, may be selected for extra duty assignments based upon specific skills, ability or experience.

#### **4.9 Unusual Emergency Condition**

Nothing set forth herein shall limit the ability of the Fire Chief to require an employee to work overtime when an unusual emergency condition exists.

#### **4.10 Training**

(a) On Duty: An employee who receives training or examination(s) during a scheduled duty day shall receive his normal straight time salary for such training.

(b) Off Duty: An employee who receives training or examination(s) required by the Village or training to obtain or maintain special teams certification approved by the Village (e.g. above and below grade rescue, confined space, hazardous materials specialist, hazardous materials technician, dive rescue, etc.) other than during his scheduled duty day(s) shall receive a minimum of two (2) hours at time and one half his regular hourly rate of pay. An employee who requests to voluntarily attend other training approved by the Fire Chief will be released from duty without loss of pay to attend such training. Time spent to voluntarily attend other training approved by the Fire Chief outside the employee's scheduled hours of work shall not be compensated by the Village. All such training shall require the Fire Chief's written direction to the employee to attend.

(c) The Village shall pay all costs for training that is required or approved by the Village that results from the requirements of the course.

(d) An employee who attends a training seminar lasting more than three (3) consecutive days or an employee who is required to attend basic firefighter certification training may, at the discretion of the Fire Chief, attend such training in lieu of working their normally scheduled shift for the period of such training. The employee, however, shall not be required to work the day preceding or following such training (including travel days when attending training 200 miles or greater from the Village) and shall receive their normal straight time salary for such period.

(e) All travel expenses for training off the Village premises shall be reimbursable in accordance with the policies, practices and procedures of the Village of Wheeling.

All travel time for training or examination(s) within the six county Chicago metropolitan area shall be reimbursable in accordance with the policies, practices, and procedures of the Wheeling Fire Department. The travel policies for the Village and the Wheeling Fire Department are attached as Appendix "B" hereto.

(f) Training opportunities, which the Fire Department decides to offer to employees, shall be posted in all fire stations and such posting shall set forth the cost and the amount of reimbursement provided by the Village. As the Fire Chief or his designee determines a need for training, and as long as it is determined that the operational needs of the Fire Department are being met, such training opportunities shall be equitably distributed among qualified employees in accordance with SDG# 100-14.

(g) The Fire Chief may require all personnel to attend mandatory training exercises from time to time. Advance notice of said training will be provide by the Fire Chief or his designee a minimum of fourteen (14) calendar days prior to the scheduled training exercise. All employees who have entered into a scheduled time off period due to a vacation, holiday, or Kelly day will be excused from attending the mandatory training exercise, unless the employee so chooses to attend. A scheduled time off period shall begin at the end of the employee's shift on the last day he is scheduled to work prior to the scheduled day(s) off, and will end at the beginning of the employee's shift on the day the employee is scheduled to return to work.

(h) The provisions of this Section shall not apply to training for obtaining or maintaining paramedic certification. Overtime for paramedic certification shall be in accordance with the provisions of Article XIII

#### **4.11 No Pyramiding**

There shall be no pyramiding of overtime or premium compensation rates provided the employee shall receive the highest applicable rate for each hour or fraction thereof.

### **ARTICLE V - OFF-THE-JOB INJURY OR ILLNESS**

#### **5.1 Sick Leave**

(a) Sick leave will be accrued at twelve (12) hours per month for employees. Sick leave may be accumulated to an unlimited amount. Only accrued sick leave shall be used. Authorized sick leave shall only be utilized for an employee's absence due to a non-service related injury or illness and for an injury or illness of an immediate member of his/her family. For the purposes of this policy, immediate family is defined as spouse, parent, as well as any child or step child under the age of eighteen.

(b) Sick leave shall not be used for absences for routine dental, optical, or medical appointments including elective cosmetic surgery that can be flexibly scheduled by the employee in advance. Sick leave may be used for reconstructive surgery related to injury, illness, or birth defects. An employee with any complications arising from elective cosmetic surgery not related to injury, illness, or birth defects must utilize any accrued holiday time, Kelly days, and vacation time prior to utilizing any accrued sick time. Absence for a fraction of a day that is chargeable to sick leave shall be rounded off to the nearest hour.

(c) In the event an employee is unable to work due to illness or injury, he must inform the on-duty shift commander at least one (1) hour prior to his scheduled starting time. An employee is responsible for making a report on each duty day thereafter the injury or illness continues unless larger intervals are otherwise directed by the Chief. Failure to do so shall subject the employee to discipline. Failure to notify the Village for three (3) consecutive days of absence without just cause shall constitute cause for discharge.

(d) A medical certificate from the employee's physician certifying that the employee was unable to work and that includes the anticipated date of return to work, if any, shall be required for any illness or injury absence prior to returning to work in order to receive sick leave pay in the following instances:

1. Reasonable suspicion of abuse;
2. A total of four (4) occurrences and thereafter in a fiscal year; and
3. Upon two (2) or more consecutive duty days absence.

(e) The Village may require a medical certificate from a Village physician, describing the illness or injury, treatment provided, as well as the anticipated date of return to work, if any. The Village will assume the expense for the Village's physician's examination. Requests for a medical certificate shall be reasonable and timely.

(f) All medical certificates required by the Village shall be kept as confidential medical records.

(g) Sick leave shall continue to accrue during time lost from work as a result of a service connected injury or illness, or while the employee is on accrued sick leave. An employee must be in pay status for at least fifteen (15) calendar days during the month in order to accrue sick leave credit for the month. An employee who moves from one position within the Village to another in the Village's service and whose service is continuous or who is transferred will be credited in his new position with his unused sick leave. In the event an employee is laid off, on extended military leave, goes on unpaid leave of absence, or accepts a disability pension, and returns to the Fire Department's active service, the employee shall be credited his accrued sick leave at the time he was placed on such status.

## **5.2 Extended Off-the-Job Injury or Illness**

(a) An employee who is unable to perform the duties of his position due to a non-service connected injury or a major illness must first use all accrued sick leave. Should said sick leave expire, all accrued holiday time, vacation time, and any vacation time accrued during that fiscal year for use in the next fiscal year shall then be utilized. Should the employee continue to be unable to assume the duties of his position, at the expiration of all sick leave, holiday and vacation time, he shall provide a doctor's affidavit as evidence of such inability to the personnel director.

(b) All employees who have been employed by the Village of Wheeling for less than four (4) years may apply for an unpaid leave of absence in accordance with Article VI, Section 6.5, herein.

(c) All employees who have been employed by the Village for four (4) or more continuous years and who have experienced an off-duty injury/illness that has been deemed to be rehabilitative within one (1) year (365 days) shall be eligible for paid administrative sick leave in accordance with the provisions herein.

(d) Paid Administrative Sick Leave shall not be used as a substitute for the disability pension benefits provided for in the Illinois Compiled Statutes, Chapter 40, Section 4-101 et. Seq.

(e) An employee who is not eligible to apply for disability pension benefits shall be placed in an unpaid leave of absence status for a period of thirty (30) days. After said thirty (30) day period, if the employee is still unable to perform the duties of his position, as evidenced by an affidavit from the Village's physician, the employee shall be placed upon Paid Administrative Sick Leave. Paid Administrative Sick Leave shall consist of payment of the employee's full salary, including payment for the first thirty (30) days, for the period of the employee's illness or injury, up to three (3) calendar months. If the injury or illness extends into a new fiscal year, the Paid Administrative Sick Leave shall be interrupted and any additional accrued vacation for the new fiscal year shall be utilized, after which the balance of the Paid Administrative Sick Leave shall continue, if necessary. No sick leave, Kelly days, holiday or vacation time will be accrued while an employee is in the status of Paid Administrative Sick Leave, however all other benefits shall be continued. Paid Administrative Sick Leave shall be cumulative and all employees shall be entitled to a maximum of three (3) months leave under these provisions during their employment with the Village of Wheeling. Light duty assignment while on Administrative Sick Leave shall be administered in accordance with Article XVII of this agreement except for accrual of Kelly days.

## **ARTICLE VI - ADDITIONAL LEAVES OF ABSENCE**

### **6.1 Military Reserve Leave**

Military leave shall be granted in accordance with applicable law.

### **6.2 Witness Leave**

An employee who is required by the Village or subpoenaed to attend attorney interviews, give depositions or testify with respect to lawsuits or administrative proceedings which the Village institutes or which arise out of the employee's employment by the Village, shall be excused from work without loss of pay for the period of time which he is required to be away from work and during which he would have otherwise been scheduled to work. If an employee is required by the Village or subpoenaed to participate in such activities during off-duty hours, the employee shall be paid at time and one-half the employee's regular hourly rate of pay for all such time of required participation (including reasonable and necessary travel time) with the minimum of two (2) hours pay.

The provisions of this Article shall not apply to either lawsuits or administrative proceedings which are brought by or on behalf of an employee and/or the Association or disciplinary proceedings unless an employee is required or subpoenaed by the Village to participate in such activities.

An employee shall notify the Fire Chief as soon as possible if he is required to report or appear as a witness as set forth above.

If an employee is compensated by the Village for testifying, any other compensation the employee receives for such service shall be submitted to the Finance Department.

### **6.3 Jury Duty Leave**

(a) An employee shall be granted a leave of absence without loss of pay when physically required to report for jury duty. Where an employee is initially scheduled to report for jury duty and the employee is on duty the preceding calendar day, that employee's jury duty leave shall start no later than seven (7) p.m. on the preceding day.

(b) If an employee is not physically required to report for jury duty but is under obligation to contact the court on a daily basis to determine if he must physically report for jury duty, the parties shall adhere to the following conditions:

1. If the employee is on duty at the time the call is made and he is told to report to jury duty the following morning, the employee shall be released from duty no later than seven (7) p.m.
2. If the employee is on duty at the time, the call is made and he is told to report to jury duty the same day, the employee shall be released from duty as soon as possible.

(c) If an employee is scheduled for jury duty on the same day as he is scheduled to be on duty, the employee shall return to duty, immediately after being released by the court with no further obligations to that jury or court; regardless of the time of day.

(d) The employee shall submit all fees paid for jury duty to the Finance Department.

### **6.4 Death in the Family**

Absence with pay not to exceed one (1) duty day will be granted to an employee for the death of a member of his family (which shall be defined as the current spouse, child or step-child, parent including step-parent, sibling including step-siblings, sister or brother-in-law, mother or father-in-law, grandparents or grandchildren of the employee or spouse). Employees who wish to attend a funeral for other than the persons mentioned above may take vacation or holiday time for this purpose.

Notwithstanding the preceding paragraph, an employee who is otherwise eligible to take leave under the federal Family and Medical Leave Act (FMLA), may utilize up to two weeks of unpaid family bereavement leave to:

1. attend the funeral or an alternative to the funeral of a family member covered by the Illinois Family Bereavement Leave Act (*i.e.*, employee's child, stepchild, spouse, domestic partner (as defined in Illinois P.A. 102-1050),

- sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent);
2. make arrangements necessitated by the death of the covered family member as defined in this section;
  3. grieve the death of the covered family member as defined in this section; or
  4. be absent from work due to a miscarriage, an unsuccessful round of intrauterine insemination or assisted reproductive technology procedure, a failed adoption match or an adoption that is not finalized because it is contested by another party, a failed surrogacy agreement, a diagnosis that negatively impacts pregnancy or fertility, or a stillbirth.

The employee must complete the unpaid bereavement leave described above within sixty (60) days of receiving notice of the death of the covered family member as defined in this section, or the date on which an event listed under item #4 immediately above occurs. Where reasonable and practicable, the employee must provide at least forty-eight (48) hours' notice of intention to take such bereavement leave.

In the event of the death of more than one covered family member as defined in this section in a twelve (12) month period, an employee is entitled to up to a total of 6 weeks of unpaid bereavement leave during the twelve (12) month period.

Family Bereavement Leave shall count against the employee's leave available under the FMLA.

Employees may substitute paid time off for unpaid leave available under the Family Bereavement Leave Act.

The Village may require reasonable documentation verifying the eligibility for leave under this section. For leave resulting from an event listed under item #4 above, the employee is not required to identify the category of event to which the leave pertains.

If an employee is notified of the death of his current spouse, parent (including step parent) or child (including step child) during his work day, the employee will be relieved from duty with pay and the portion of such work day that the employee is relieved shall not count as one of the leave of absence day(s) provided above but will be deducted from the employee's accrued sick leave.

## **6.5 Unpaid Leaves of Absence**

All other unpaid leaves of absence shall be subject to the approval of the Fire Chief and Personnel Director. Any employee who is granted an unpaid leave of absence may retain membership in the Village's plans for health insurance and life insurance for the duration of an approved unpaid leave of absence subject to the provisions of the Village's health plan. The employee is responsible for paying the full cost of health and life insurance on a monthly basis including the portion normally paid by the Village in advance. It shall be the employee's responsibility to arrange with the

Finance Department for the payment of continued benefits prior to commencing an unpaid leave of absence. The provisions of this paragraph shall not be applicable to employees receiving disability pensions granted in accordance with the provisions of Illinois Compiled Statutes, Chapter 40, Section 5/4-101 et seq.

## **6.6 Family or Medical Leave Act (FMLA)**

Family or medical leave will be granted, when requested and approved, or designated as such, by the Personnel Director or his designee, in accordance with applicable federal and state laws. The employee may use, upon the employee's request, or be required to use, at the discretion of the Village, all accumulated vacation and holiday time before the unpaid portion of the family or medical leave begins. Employees will be allowed to retain two (2) duty days of accrued vacation time for use during the current fiscal year even though they have gone on unpaid leave during the current fiscal year. An employee on family or medical leave may retain Village medical insurance during the leave in accordance with applicable federal and state laws.

## **ARTICLE VII - VACATION, HOLIDAYS, SCHEDULING OF VACATION AND HOLIDAY LEAVE AND KELLY DAYS**

### **7.1 Vacation**

(a) Employees shall accrue vacation leave on a monthly basis for use in the next fiscal year. Vacation leave will be determined by length of continuous employment, and department seniority, and shall accrue as set forth in Appendix C. Vacation leave shall not be used to reduce the total number of hours in a work week for the purpose of computing hourly or overtime pay.

(b) Vacation leave will not be accrued by an employee who is not on a regular pay status: (i.e., disability leave for non-job-related illness or injury, suspension, or unpaid leave of absence) for at least fifteen (15) calendar days in a month.

(c) Vacation leave will continue to be accrued during time lost from work as a result of service-connected injury or illness.

(d) An employee who terminates his employment prior to one (1) year of continuous service shall not have accrued any vacation time.

(e) One (1) vacation day shall be equal to one (1) twenty-four (24) hour duty day; except for light duty situations as addressed in Article XVII. Vacation leave must be used in increments of at least one (1) vacation day.

(f) Employees who have completed one year of continuous service, and whose employment is thereafter terminated before all accrued vacation leave has been used, will have the amount of accrued vacation leave pay added to their final pay check. In the event of death, any vacation accrued but unused shall be paid to the estate of the deceased employee. Any employee whose employment is terminated before vacation

leave advanced has been accrued, will have the amount of un-accrued vacation leave pay deducted from his final pay check.

(g) In the event an employee accrues any vacation leave which includes an amount of vacation leave less than a full twenty-four (24) hour duty day, said employee will be paid for the vacation leave which is less than one (1) full duty day, on a pro rata basis at the end of the fiscal year.

## **7.2 Holidays**

(a) Each employee shall receive seven (7) duty days of holiday leave to be used each year as a substitute for and in place of recognized holidays and personal days. Holiday leave shall accrue on the basis of 14 hours per month. Any employee leaving the employment of the Village prior to the end of the fiscal year shall receive only pro-rated holiday leave or pay for those hours accrued. Holiday leave taken but not accrued shall be deducted from the employee's final paycheck at such time as the employee leaves employment with the Village.

(b) Holiday leave will continue to be accrued during time lost from work as a result of a service connected injury or illness. Holiday leave will not be accrued by an employee who is not on a regular pay status (i.e., disability leave for non-service related illness or injury, suspension, or unpaid leave of absence) for at least fifteen (15) calendar days in a month.

(c) One (1) holiday shall be equal to one (1) twenty-four (24) hour duty day; except for light duty situations as addressed in Article XVII. Holiday leave shall be used in increments of at least one (1) holiday.

(d) Holiday leave shall not be used to reduce the total number of hours in a work week for the purposes of computing hourly or overtime pay.

(e) In the event an employee accrues any holiday leave which includes an amount of holiday leave less than a full twenty-four (24) hour duty day, or has holiday leave of less than a full twenty-four (24) hour duty day because of use for an extraordinary circumstance, said employee will be paid for such holiday leave which is less than one (1) full duty day, on a pro rata basis at the end of the fiscal year.

(f) Any employee who works on a duty shift on any of the following holidays, and who are not already receiving overtime for working that shift, shall be paid, in addition to their regular hourly pay for each hour worked, an additional fifty percent (50%) of their regular hourly rate of pay for each hour worked on Thanksgiving, Christmas, New Year's Day, Memorial Day, Labor Day and July 4<sup>th</sup>.

(g) Any employee who works a hireback on any of the aforementioned holidays shall be paid at two (2) times the employee's regular hourly pay rate.

### 7.3 Scheduling of Vacation Time and Holiday Time

(a) All vacation leave shall be selected beginning on or about January 15<sup>th</sup> and end March 30<sup>th</sup> of each year according to the following procedure.

(b) The selection of all vacation leave shall begin after Kelly days have been assigned. Lieutenants and the excluded supervisory employee shall select vacation leave separately from the firefighters. At no time shall two (2) lieutenants or a Lieutenant and the excluded supervisory employee from the same shift be scheduled off on a vacation day, holiday, and/or Kelly day except in extraordinary circumstances and with the approval of the Fire Chief. Any day in the following fiscal year may be selected for vacation leave, except a firefighter may not select the same day which two (2) firefighters are scheduled off on a vacation and/or Kelly day. Once two (2) firefighters have scheduled a day off, such day shall be deemed closed and may not be selected for a vacation day by any other firefighter except in extraordinary circumstances, and with the approval of the Fire Chief. Vacations shall be selected by each employee, including the excluded supervisory employees on a department seniority basis per shift. Vacations for the Battalion Chief/Shift Commander (excluded supervisory employee) and the shift Lieutenants will be selected based upon seniority as an officer. Officer shall be defined as a Lieutenant and/or Battalion Chief. In round one (1), an employee may select any number of his vacation days in one pick, provided that any selection of more than one (1) vacation day shall be for consecutive shift days. An employee's Kelly day will not interrupt an employee's consecutive shift days for the purpose of selecting vacation leave. Once an employee has made a selection, the selection process proceeds to the next senior employee, and so on, until all employees have made their selections. In subsequent rounds, the selection process starts over again with the most senior employee, and so on, until all employees have made their selections. An employee who will be receiving additional vacation days on his anniversary date during the fiscal year shall be granted the right to anticipate and schedule those vacation day(s) prior to the beginning of the fiscal year such anniversary occurs. An employee may anticipate accrued vacation leave up to two (2) duty days with the approval of the Fire Chief. Employees shall not be allowed to transfer or accumulate vacation leave from one fiscal year to another without the express written approval of the Village. In the event that an employee is ill or injured prior to the onset of, or during, a vacation leave for a total of two (2) consecutively scheduled vacation days or more, and has a doctor's certificate for that period, with the approval of the Fire Chief, an employee may have the vacation leave changed to sick leave with the employee able to reschedule his vacation leave.

(c) In the fiscal year an employee attains his third (3) sixth (6), twelfth (12), eighteenth (18) or twenty-fourth (24) anniversary of continuous employment, the employee shall be allowed to anticipate the additional vacation days provided for in Appendix C for use within said fiscal year. An employee who uses the above-mentioned additional vacation days and whose employment is terminated before the employee attains his anniversary shall have the amount of additional vacation days used deducted from his final paycheck.

(d) Subject to operational needs as determined by the Fire Chief, an employee may select any day during the fiscal year as a holiday provided that an employee may not select the same day in which four (4) employees have scheduled off. Once four (4) employees have scheduled a day off, such day shall be deemed closed and may not be selected for a holiday, except in extraordinary circumstances and with the approval of the Fire Chief. At no time shall two (2) lieutenants or a Lieutenant and the excluded supervisory employee from the same shift be scheduled off on a vacation day, holiday, and/or Kelly day except in extraordinary circumstances and with the approval of the Fire Chief.

(e) Holiday assignments shall be selected by the fifteenth (15<sup>th</sup>) of the month (or the shift closest to the fifteenth (15<sup>th</sup>) of the month before the fifteenth (15<sup>th</sup>) occurs), of the month prior to the month in which holiday time is requested. If management determines that holiday selections will need to take place beyond the following month (i.e., two (2) months or more), the union and member of management claiming the need will first discuss the need to select holidays for more than one (1) month. The selection of holidays for more than one (1) month shall only be necessary when the available days for the remainder of the leave year equal the aggregate number of remaining days that the shift's employees have to select. Management shall give the Union at least two weeks' notice of the need to select beyond one (1) month. The cut-off for submitting holidays shall be 16:30. No holiday assignment(s) shall take place prior to 16:30. In the event an employee is having technical issues through no fault of their own, the on-duty shift commander (or acting shift commander) shall honor any verbal requests for a holiday selection. All employees who enter a holiday request shall be notified of the outcome of their request either electronically, or in instances where the fire department scheduling software is not operating properly, verbally by the on-duty shift commander. In the event holiday assignments do not take place due to an operational emergency, the union shall be notified and the holiday assignments will take place on the next shift day. No holiday selections may be made after the cut-off that would cause a lottery with already submitted requests made in adherence to the labor agreement. Any lottery and its rules conducted for purposes of assigning holidays shall be agreed upon by all those conducting and participating in the process. If more than the allowed number of employees, including the excluded supervisory employee, select the same holiday off prior to the fifteenth (15) of the month, selection of such holidays shall be by lottery. An employee may select a holiday after the fifteenth (15) day of the month preceding the month for which the holiday is to be taken, provided the day chosen is not closed and the request for the holiday is submitted in writing to the Battalion Chief or his designee a minimum of one (1) duty day (48 hours +) prior to the day requested. Requests for holidays after the fifteenth (15<sup>th</sup>) of the preceding month shall be subject to rejection by the Battalion Chief or his designee if said request is in conflict with scheduled specialized training or if said request would result in any overtime situations or expenses to the Village. An employee may select a holiday with less than 48 hours notice with the approval of the Battalion Chief.

(f) Rescheduling or exchanges of vacation leave or holidays may be granted with the approval of the Battalion Chief.

(g) An employee shall be permitted, subject to the approval of the Fire Chief, to utilize holiday time in increments of less than twenty-four (24) hours if extraordinary circumstances occur.

(h) Compensatory time off for excluded supervisory employees will not be considered and will not effect the scheduling of vacation days and holidays off.

#### **7.4 Kelly Days**

(a) Each employee is entitled to five (5) Kelly Days off each fiscal year.

(b) A Kelly Day shall be equal to one (1) twenty-four (24) hour duty day.

(c) The inclusion of five (5) Kelly Days reduces the work week to fifty three and seven tenths (53.7) hours for the purpose of computing hourly and overtime pay.

(d) The scheduling of Kelly Days shall be determined by the Village. Only one (1) employee shall be scheduled off on a Kelly Day on any given duty day.

(e) Kelly days shall be determined by a lottery among employees, on each shift. For excluded supervisory employees, Kelly Days will be scheduled the same as holidays and shall be subject to the terms and conditions of Article VII, Section 7.3 Paragraph (d) through Paragraph (g).

(f) Kelly Day exchanges may be granted only within the contract year with the approval of the Battalion Chief.

#### **7.5 Maximum Number of Personnel Scheduled Off**

The maximum number of personnel permitted to be scheduled off per duty day (including the excluded supervisory employee) will be limited to four (4), unless authorized by the Fire Chief.

### **ARTICLE VIII - INSURANCE AND DISABILITY BENEFITS**

#### **8.1 Health Insurance**

(a) The Village shall provide for each employee, substantially the same hospitalization and major medical benefit programs as existed on the effective date of this Agreement, in accordance with the terms and conditions of the Intergovernmental Personnel Benefit Cooperative (IPBC) Insurance Program. An employee may elect to participate in any HMO or PPO Plan that may be available to Village employees generally as a substitute for the Village's normal health insurance.

(b) Nothing set forth herein shall prohibit the right of the Village to obtain other hospitalization and major medical benefits or change such benefits under a different program or with a different insurance company, provided the basic level of coverage and benefits remain substantially the same.

(c) The Village reserves the right to institute cost containment measures regarding insurance coverage. Such changes may include, but are not limited to, Preferred Provider Option (PPO) (at the option of the employee), pre-admission and continued admission review, prohibition of weekend admissions except in emergency situations, mandatory outpatient elective surgery for certain designated surgical procedures, point of service options (at the option of the employee), and large case management. Such cost containment measures shall not include, however, changes to the benefits set forth in Appendix D.

(d) The Village will notify the employees, in writing, of any changes in the basic level of coverage and benefits.

(e) Major medical benefits shall have a three million dollars (\$3,000,000.00) lifetime maximum benefit per individual covered under the program, or the lifetime maximum provided by applicable law, whichever is higher.

(f) The Schedule of Benefits for the IPBC Insurance Program is attached as Appendix D hereto.

(g) Effective as soon as practicable, the \$30 office visit co-pay shall be increased to \$40 and the emergency room visit co-pay shall remain at \$100 for the HMO plan. Effective January 1, 2014, prescription drug co-pays of \$10/\$20/\$35 (\$20/\$40/\$70 for mail order) for generic, formulary and non-formulary, respectively, shall be implemented for the HMO plan.

(h) The maximum share of health insurance premium costs an employee shall be required to pay for the Village's group health insurance programs is as follows:

Effective July 1, 2023:

Village	Employee
85.0%	15.0%

(i) Effective for the health insurance plan year which begins July 1, 2011 and in each succeeding year of this contract, the employee share of the monthly premium for employees who are enrolled in PPO and HMO programs shall be increased to the percentage specified above, but no more than 20% over premium costs for the preceding year.

(j) In the event of the death of an employee, the surviving dependent shall have the option to maintain health insurance at their own cost under the conversion privilege or may convert the insured's health policy, which option must be exercised within ninety (90) days of the insured's death. The dependent(s) are covered by the group policy for the ninety (90) day period at no cost to the dependent(s). Health insurance may be maintained under the conversion privilege only for such period of time as the dependent(s) are receiving pension benefits from the Fire Pension Fund.

(k) The Village will offer to employees the opportunity to participate in the Village Section 125 Flex Program on the same terms and conditions applicable to other Village employees, generally.

(l) Mental health disease, alcoholism, and chemical dependency are medical illnesses and therefore are to be covered by the same hospitalization and major medical benefits, and under the same terms and conditions, as any other medical illness.

(m) The parties agree that for calculation purposes, the premiums will be determined by actuarial data based upon the loss and claim analysis of the Village of Wheeling as a whole. Furthermore, all data used for this basis of establishing annual premiums will be made available for review by the Association, upon request in writing.

## **8.2 Dental Insurance**

Any employee may elect to participate in any dental insurance program for themselves and their dependents, which the Village of Wheeling has provided to Village employees generally. The employee shall be responsible for one hundred percent (100%) of the cost of dental insurance coverage for himself and his dependents.

## **8.3 Life Insurance**

The Village shall provide at no cost to the employee, a group term life insurance policy for each employee in the amount of the employee's annual base salary that is in effect on June 1st of each year.

## **8.4 On-the-Job Injury or Illness**

The Village agrees to pay any employee who incurs an injury or illness in the line of duty causing him to be unable to perform his regular duties, his full pay and benefits for up to one (1) full year to the extent required by Illinois Compiled Statutes so long as the employee complies with the requirements of the Illinois Compiled Statutes.

All employees shall be required to comply with the procedural guidelines as set forth in the Rules and Regulations, general orders, special orders, policies and procedures of the Wheeling Fire Department and the Personnel Policy Manual of the Village of Wheeling, as are from time to time amended, with respect to on-the-job injuries so long as such guidelines do not conflict with any express provision of this Agreement or applicable law.

## ARTICLE IX - ADDITIONAL BENEFITS

### **9.1 Additional Retirement Benefits**

In addition to the eligibility to receive pension benefits in accordance with the rules and regulations of the Fire Pension Fund, employees shall be eligible for the following additional benefits upon retirement. An employee shall be deemed retired when said employee is receiving retirement pension payments from the Wheeling Fire Pension Fund.

#### (a) Health Insurance Coverage:

(1) An employee employed on or before August 15, 1981, having eight (8) or more years of continuous service with the Village immediately prior to their separation in good standing, shall, upon retirement, continue to receive the same health insurance coverage for themselves and their legitimate dependents as is provided for current employees, provided the employees pay all premiums for dependent coverage. The terms and conditions for administration of this provision when a retiree and his/her spouse becomes eligible for Medicare are outlined in Appendix E, "Side Letter of Agreement" and the attached "Illustration of Plan Options";

(2) An employee employed after August 15, 1981, having eight (8) or more years of continuous service immediately prior to separation in good standing, shall be eligible for health insurance benefits upon retirement, provided the employee pays all policy premiums.

In order to receive the above-mentioned coverage, an employee who separates from Village employment prior to retirement must continue health insurance coverage with the Village, at his own expense, until the date of his retirement.

#### (b) Life Insurance

(1) An employee employed on or before August 15, 1981, having eight (8) or more years of continuous service with the Village immediately prior to retirement shall, upon retirement in good standing, continue to receive ten thousand dollar (\$10,000) life insurance coverage until age sixty (60). Upon attaining age sixty (60), the retiree shall have the option of applying for life insurance at his own cost under the conversion privilege of the Village's group term life insurance policy; and

(2) An employee employed after August 15, 1981, having eight (8) or more years of continuous service immediately prior to retirement shall, upon retirement, have the option of applying for life insurance coverage at his own cost under the conversion privilege of the Village's group term life insurance policy.

(c) Post Employment Health Plan

- 1) The Village agrees to participate in the "Post Employment Health Plan (PEHP)" for Collective Bargained Public Employees ("Plan") in accordance with the terms and conditions of the plan participation agreement and the rules of the Internal Revenue Service (IRS) that may be amended from time to time.
- 2) The Association will designate a plan administrator for the plan, or its successors appointed in accordance with the plan and trust documents.
- 3) For any employee who is eligible for a "Sick Leave Deferred Payment Account" in accordance with Article IX, Section 9.1 (d), the Village shall contribute 100% of the monetary value to the "Post Employment Health Plan" that would otherwise have been allocated to the "Sick Leave Deferred Payment Account" had the Village not participated in the plan.
- 4) The employee will contribute the entire amount of accrued vacation leave pay to the "Post Employment Health Plan" that would otherwise have been added to their final pay check upon termination of employment, subject to the terms and conditions of the plan, as well as the rules of the Internal Revenue Service (IRS) that may be amended from time to time.
- 5) Any contributions in an amount other than an equal dollar amount shall be deposited into the employee's "Post Employment Health Plan" in accordance with the terms and conditions of the plan, as may be amended by the plan administrator and/or the Internal Revenue Service (IRS).

(d) Sick Leave Deferred Payment Account (SLDPA)

Employees may utilize the Sick Leave Deferred Payment Account benefit at retirement, if eligible, in accordance with the provisions set forth herein. No employees retired prior to February 7, 2000 are eligible for the SLDPA benefit. Employees employed as of February 7, 2000 and individuals employed after that date may, if eligible, utilize the Sick Leave Deferred Payment Account (SLDPA) benefit, as provided herein:

A Sick Leave Deferred Payment Account (SLDPA) is a method of allowing eligible employees to utilize a portion of accrued but unused sick time hours towards the payment of the employee's medical costs upon retirement.

In order to be eligible to establish a SLDPA, the employee must:

- a. Have retired in good standing; and
- b. Have a least twenty (20) years of continuous service with the village immediately prior to retirement; or have at least ten (10) years of continuous service

with the village immediately prior to retirement and have attained the age of sixty (60) by the date of retirement; and

c. Have at least 1,000 hours of accrued but unused sick time.

An employee must also have been covered under the Village medical insurance plan immediately prior to retirement and in full compliance with all plan provisions, if the employee wants to use SLDPA funds to purchase any or all coverage provided by the Village's medical insurance plan. Employees who are not in compliance with this provision, retire, and then wish to reenter the Village medical insurance plan at a later date will be denied reentry into the Village's medical insurance plan.

The SLDPA shall be calculated by using the employee's final hourly wage multiplied by the number of accrued but unused sick time in excess of 1,000 sick time hours. The maximum number of hours of accrued but unused sick time hours which may be used within the SLDPA is 1,440 hours. For example, an eligible employee with 1,325 hours of accrued but unused sick time may use 325 hours within the SLDPA (1,325 hours minus 1,000 hours = 325 hours). An eligible employee with 2,440 hours of accrued but unused sick time may use 1,440 hours within the SLDPA (2,440 hours minus 1,000 hours = 1,440 hours). The maximum number of hours which may be used is 1,440. Any other accrued sick time remaining shall be forfeited.

The Village agrees to contribute the entire monetary value that would have otherwise been allocated to an eligible employee's Sick Leave Deferred Payment Account upon retirement, in one lump sum, to the Post Employment Health Plan on behalf of the employee. The Village agrees to participate in the Post Employment Health Plan (PEHP) for Collectively Bargained Employees (referred to as the "Plan") in accordance with the terms and conditions of the plan participation agreement and the rules of the Internal Revenue Service (IRS) that may be amended from time to time.

## **9.2 Additional Disability Benefits**

In addition to the eligibility to receive disability benefits in accordance with the Rules and Regulations of the Fire Pension Fund, employees shall be eligible for the following additional health insurance coverage benefits:

(a) On-the-Job Disability: Any employee having successfully completed his probationary period and who is receiving a disability pension payment from an on-the-job injury shall continue to receive the same health insurance coverage for themselves and their legitimate dependents, providing the employee pays all premiums for dependent coverage. Upon retirement he shall receive health insurance benefits in accordance with the provisions of Section 9.1(a). Any employee who suffers a catastrophic injury or is killed in the line of duty shall receive health insurance coverage in accordance with the Illinois Compiled Statutes 820 ICLS 320/1 et seq.

- (b) Off-the Job Disability: Any employee who is receiving a disability pension for an off-the-job disability shall be eligible to receive health insurance benefits providing the employee pays all insurance premiums. Upon retirement he shall receive health insurance benefits in accordance with the provisions of Section 9.1(a).

## **ARTICLE X - SENIORITY, LAYOFF AND RECALL**

### **10.1 Seniority**

(a) Seniority is defined as the employee's length of continuous service uninterrupted by termination of employment since his last day of hire as a sworn full-time employee of the Wheeling Fire Department. For all purposes, seniority shall be deemed to mean departmental seniority unless otherwise specifically stated. Rank seniority is defined as the employee's length of continuous service in a promoted rank uninterrupted by termination of employment. For the purpose of this Article, firefighter employees shall include the classification of firefighter and firefighter/paramedic and lieutenant employees shall include the classification of lieutenant and lieutenant/paramedic.

If more than one person is hired or promoted on the same day, they shall be placed on the seniority list according to their rank on the hiring or promotional eligibility list, whichever is applicable, with the employee higher on the list being considered most senior. If two (2) or more employees are promoted on the same day and have the same rank on the promotional eligibility list, seniority will be based upon overall department seniority.

(b) Seniority shall not accumulate and is interrupted for employees while on layoff, unpaid leave of absence, or a non-service related disability pension. When an employee returns from a layoff, unpaid leave of absence, or a non-service related disability pension, his seniority shall be his length of service up to the date of layoff, or the beginning of an unpaid leave of absence, or non-service related disability pension.

### **10.2 Seniority List**

On or before January 1 of each year, the Village shall prepare and provide to each employee and the Association a list setting forth the present seniority dates for all employees covered by this Agreement. Such list shall finally resolve all questions of seniority ranking affecting employees covered by this Agreement. The Village shall not be responsible for any errors in the seniority list, unless such errors are brought to the attention of the Village, in writing, within fourteen (14) calendar days from the date after the employee receives the list.

### **10.3 Termination of Seniority**

The employment relationship and seniority shall be terminated for all purposes when an employee:

- a. resigns;
- b. is discharged for cause;
- c. retires or is retired;
- d. is absent without just cause exceeding the period for which an unpaid leave of absence has been granted or extended in writing; or
- e. is absent for three (3) consecutive duty days and fails without just cause to notify the Department.

### **10.4 Layoff**

(a) In the event a reduction in force is necessary due to lack of work or funds or for other related or unrelated legitimate reasons, firefighter employees shall be laid off in inverse order of seniority and lieutenant employees in inverse order of rank seniority. Any lieutenant employee who is laid off shall have the right to bump the firefighter employee with the least seniority, provided the lieutenant has greater departmental seniority. Furthermore, in the event such a layoff pursuant to seniority would deplete the number of paramedic employees below minimum requirements established in Article XIII, Section 13.03 of this Agreement, firefighter/emergency medical technician employees shall be laid off first in inverse order of seniority before the layoff of a paramedic employee.

(b) Absent emergency, the Village shall notify the Association and all employees who are to be laid off, in writing, at least fifteen (15) calendar days prior to any layoff.

(c) Any employee who is on layoff may retain membership in the Village's plan for health and life insurance for up to eighteen (18) months, provided the employee does not have other employment which provides health insurance coverage. The employee is responsible for paying the full cost of those benefits including the portion normally paid by the Village. It shall be the employee's responsibility to arrange with the Finance Department to pay for the benefits listed above.

### **10.5 Recall List**

Employees who are laid off shall be placed on a recall list for a period of five (5) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work of a firefighter. Paramedic employees who may have failed, through no fault of their own, to maintain their paramedic certification while on layoff shall be rehired at firefighter compensation and retrained at Village expense. Paramedic employees who may have failed, as a result of their own fault, to maintain their paramedic certification while on layoff shall be rehired at firefighter compensation but will be responsible for all tuition and/or fees associated with enrollment in paramedic school at their own expense. Once they become provisional paramedics again they shall receive pay according to the salary schedule for firefighter/paramedic

No new employee shall be hired to a bargaining unit position until all employees who are qualified on the recall list have been recalled and given sufficient opportunity to return to work.

#### **10.6 Recall Notice**

(a) Employees who are eligible for recall shall be given written notice of recall by certified mail with return receipt. The employee must notify the Fire Chief of his intention to return to work within seven (7) calendar days following the receipt of a notice of recall. The Village shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Village with his last mailing address. The Village shall provide a copy of each recall notice to the Association Executive Board, including a copy of the certified mail certificate. The Village may proceed to recall the next name on the recall list after the seven (7) calendar days has elapsed, provided the employee does not respond. Failure to respond to the recall notice within the specified time will result in removal of the employee from the recall list.

(b) Employees who are notified of recall shall return to work no later than fourteen (14) calendar days following notification, if so ordered by the Village, unless extenuating circumstances beyond the employee's control prevent him from returning, in which case he shall drop to the bottom of the recall list and another recall may be made. A second consecutive failure to return to work following the notice of recall will result in removal of the employee's name from the recall list.

#### **10.7 Probationary Period**

Except as otherwise provided herein, all new employees and those rehired after loss of seniority shall be considered probationary employees until they complete a probationary period of one year. In order to be removed from probationary status, an employee must be certified by the State of Illinois Fire Marshal's Office Division of Personnel Standards and Education as a "Basic Firefighter" (or "Firefighter II"), "Hazardous Materials First Responder", "Technical Rescue Awareness", a "Fire Apparatus Engineer" and as a paramedic certified by the department's resource hospital. The Village shall make arrangements and pay all costs for probationary employees to undertake the necessary education, training, examination(s) or other prerequisites in accordance with Article IV, Section 4.10 of the Agreement, and to keep appropriate and related records which shall be forwarded in a timely manner to the appropriate agencies, to obtain the aforementioned certifications. In addition, the employee must have been evaluated as "satisfactory" or above on all areas of performance for two (2) or more consecutive evaluations. Employees will normally be evaluated at six (6) month intervals while on probation. The Board of Fire and Police Commissioners may extend the probationary period for up to one (1) additional year in the event the employee has not received and met all the requirements for the aforementioned certification. During an employee's probationary period, the employee may be suspended, terminated, or laid off at the sole discretion of the Village subject to whatever legal rights, if any, such employees may have separate and apart from this Agreement. Such probationary employee shall have

no recourse through the grievance procedure to contest suspension, layoff or termination.

## **ARTICLE XI - GRIEVANCE PROCEDURE**

### **11.1 Definition**

A "grievance" is defined as a dispute or difference of opinion raised by an employee and/or the Association against the Village involving an alleged violation of an express provision of this Agreement except that any dispute or difference of opinion concerning any matter or issue of hiring under the jurisdiction of the Board of Fire and Police Commissioners shall not be grievable under these provisions. Employees shall have the right to authorize in writing the Association to file and process grievances on their behalf, or to file grievances without the intervention of the Association.

### **11.2 Procedure**

**Step 1:** Any employee and/or the Association who has a grievance shall submit the grievance in writing to the Battalion Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) calendar days (fourteen calendar days for a grievance presented by the Association) from the date of the first occurrence of the matter giving rise to the grievance or within seven (7) calendar days (fourteen calendar days for a grievance presented by the Association) after the employee, or the Association, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The Battalion Chief or his designee shall render a written response including the reasons therefore to the grievant and Association within fourteen (14) calendar days after the grievance is presented.

**Step 2:** If the grievance is not settled at Step 1 and the employee and/or the Association wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Fire Chief within seven (7) calendar days after the receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Fire Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days after receipt of said grievance with the grievant and an authorized representative of the Association at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Fire Chief, or his designee, shall provide a written answer including the reasons therefore to the grievant and the Association within seven (7) calendar days following their meeting.

**Step 3:** If the grievance is not settled at Step 2 and the Association desires to appeal, it shall be referred by the Association in writing to the Village Manager within seven (7) calendar days after receipt of the Village's answer at Step 2. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village

Manager, shall meet with the grievant and an Association representative within seven (7) calendar days of receipt of the Association's appeal, if at all possible. If no agreement is reached, the Village Manager or his designee shall submit a written answer including the reasons therefore to the grievant and Association within seven (7) calendar days following the meeting.

### **11.3 Bypassing Steps**

The parties may, by mutual agreement in writing, agree to bypass one or more steps in the grievance procedure.

### **11.4 Arbitration**

If the grievance is not settled in Step 3 and the Association wishes to appeal the grievance from Step 3 of the grievance procedure, the Association may refer the grievance to arbitration, as described below, within twenty-one (21) calendar days of receipt of the Village's written answer as provided to the Association at Step 3. Only the Association may refer grievances to arbitration.

(a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the American Arbitration Association (hereinafter referred to as the "AAA") to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Each party also retains the right to request that any panel be composed only of members of the National Academy of Arbitrators. The parties agree to use the AAA's ranking process for determining which of the seven (7) arbitrators on the panel shall serve as the neutral arbitrator, provided that each party may strike or cross out not more than two (2) of the arbitrators on the panel before ranking the remaining arbitrators on the panel. Once an arbitrator has been selected by means of the parties' ranking of the members of the panel, the AAA's participation in the arbitration proceedings shall be terminated. The parties shall divide equally any costs associated with the AAA administering the selection process. The parties shall inform the AAA of this limited role by joint letter at the time the first panel is requested.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for hearing, subject to the availability of Association and Village representatives.

(c) The Village and the Association shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Association retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the simultaneous submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator shall be divided equally between the Village and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

### **11.5 Attendance at Grievance Meetings**

If it is mutually agreed upon between the Village and the grievant that a grievance meeting will be scheduled during the working hours of the grievant, the grievant shall be released from duty to attend such meetings without loss of pay subject to the performance of emergency duties. This provision, however, shall not be construed as a right of any grievant to have grievance meetings scheduled during his working hours.

### **11.6 Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to state or federal law. Subject to the arbitrator's compliance with the provisions of this Section, the decision of the arbitrator shall be final and binding.

### **11.7 Time Limits for Filing**

No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days (fourteen calendar days for a grievance submitted by the Association) after the first occurrence of the event giving rise to the grievance or within seven (7) calendar days (fourteen calendar days for a grievance submitted by the Association) after the employee, or the Association, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee or the Association within the time limits set forth above, it shall be considered "waived" and may not be pursued further; provided, however, that such a waiver shall not serve to waive an employee's right to file a future grievance involving similar facts and circumstances. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer; provided,

however, that such a settlement shall not serve to waive an employee's right to file a future grievance involving similar facts and circumstances. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee, or the Association, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may, by mutual agreement in writing, extend any of the time limits set forth in this Article.

### **11.8 Miscellaneous**

No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

## **ARTICLE XII - DUES CHECKOFF**

### **12.1 Dues Checkoff**

(a) The Village will deduct from each employee's first two (2) paychecks each month the uniform, regular semi-monthly Association dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form attached as Appendix F. Such authorization may only be revoked in writing between ninety (90) days and forty-five (45) days prior to the expiration date set forth in Article XXII of this Agreement.

(b) The actual dues amount deducted, as determined by the Association, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Association may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days notice of any change in the amount of the uniform dues to be deducted. The Village shall remit the total amount of the dues deducted each month, together with a list of the employees from whom dues have been deducted, to the person designated by the Association not later than fifteen (15) days after the issuance of the second paycheck each month.

(c) If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Association shall be responsible for collection of dues. The Association agrees to refund to the employee any amounts paid to the Association in error on account of this dues deduction provision.

(d) The Village agrees that it will not deduct dues for any other labor organization for any employees covered by this Agreement.

### **12.2 Association Indemnification**

The Association shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any

and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions. This indemnification provision shall not extend to errors that are solely the fault of the Village.

## **ARTICLE XIII - EMERGENCY MEDICAL SERVICE**

### **13.1 Paramedic Requirement**

All new employees hired after November 30, 1990 shall be required to obtain certification as a "paramedic" in the Village's Mobile Intensive Care System within their probationary period. In the event an employee is unable to obtain certification within the initial probationary period, an extension of probation shall be granted with the approval of the Board of Fire and Police Commissioners.

### **13.2 Maintenance of Paramedic Certification**

All employees currently certified as a "paramedic" and all firefighters obtaining "paramedic" status after November 30, 1990 shall, as a condition of employment, maintain their certification and active status as a "paramedic" in the Village's Mobile Intensive Care System for their length of service with the Fire Department, except as provided in Sections 13.3 and 13.4 herein.

### **13.3 Inactive Status**

Any paramedic shall, upon request, receive leave from active paramedic status so long as the maximum number of paramedics on leave does not exceed nine (9) and the minimum number of paramedics on paramedic active status does not fall below twenty-seven (27) and the individual has been employed by the department as a paramedic for a minimum of twenty (20) years.

### **13.4 Involuntary Decertification/Staffing Levels**

(a) When the number of paramedics on leave is at the maximum allowed herein, no paramedic shall be allowed to voluntarily receive leave status until an employee on leave status returns to active paramedic status. If no employee on leave status voluntarily returns to active paramedic status, the ability to be on leave status shall be based upon seniority and the employee with the least seniority shall be required to remain or return to active paramedic status or be subject to termination of employment as provided in paragraph (e) of this Section.

(b) If an involuntary decertification raises the number of paramedics on leave status above the maximum allowed, the ability to be on leave status shall be based upon seniority. The employee on leave status with the least seniority shall be required to return to active paramedic status or be subject to termination of employment as provided in paragraph (e) of this Section, unless an employee on leave status voluntarily returns to active paramedic status. Mandatory return to paramedic status shall first be applied to decertified firefighters

and, after all decertified firefighters have been recertified, recertification shall apply to decertified lieutenants.

(c) At such times as the Fire Chief determines an increase above the maximum number of paramedics allowed on leave status, or a decrease below the minimum number of employees on active paramedic status, shall be temporary, the Fire Chief may, in the reasonable exercise of his discretion, not require an employee on leave status to return to active paramedic status.

(d) Employees allowed on leave status in accordance with the provisions set forth herein refers to employees on inactive paramedic status or employees who are decertified from paramedic status. All employees on leave status shall be required to maintain emergency medical technician certification, while on leave status.

(e) An employee required to return to paramedic status or to remain certified as an emergency medical technician in accordance with the provisions herein shall be given an opportunity to retake necessary courses and/or retake the necessary examinations the number of times allowed by law (provided the Village's resource hospital approves the employee for such retraining and/or examinations). An employee who fails to recertify as a paramedic or as an emergency medical technician, whichever is applicable, or return to paramedic status after he has been given the opportunity to retake the necessary courses and/or the necessary examinations shall be subject to termination of employment.

### **13.5 Paramedic Pay Classification**

(a) An employee who successfully obtains paramedic certification shall be classified as a firefighter/paramedic or lieutenant/paramedic and shall receive pay according to the salary schedule for firefighter/paramedic or lieutenant/paramedic, whichever job classification is appropriate.

(b) An employee who has received leave status in accordance with the provisions herein shall receive pay according to the salary schedule for the position of firefighter or lieutenant, whichever job classification is appropriate, during the period of leave status.

### **13.6 Returning to Active Status**

An employee who has received leave status in accordance with the provisions herein may request in writing to the Fire Chief to return to active paramedic status and such request shall be granted provided the employee has served at least sixty-six percent (66%) of his employment time with the Village as an active paramedic and it would not be detrimental to the Village and its citizens to grant the request.

### **13.7 Emergency Medical Training**

(a) The Village shall make arrangements for employees to undertake the necessary education, training, examination(s) or other prerequisites, and to keep appropriate and related records which shall be forwarded in a timely manner to the proper agencies, to obtain and to maintain emergency medical technician and paramedic certification. The

Village shall pay all costs to obtain or maintain emergency medical technician and paramedic certification which result from the requirements of the Village's resource hospital. All costs to re-obtain emergency medical technician and/or paramedic certification shall be paid by the employee.

(b) Any education, training or examination(s) to obtain or maintain emergency medical technician and paramedic status which occur outside the employee's scheduled hours of work shall be compensated at time and one half the employee's regular hourly rate, with a guaranteed minimum of two hours pay for the first hour or less worked with additional time being credited in quarter hour increments. Overtime for travel to and from training or examination(s) to obtain or maintain emergency medical technician and paramedic certification shall be compensated in accordance with the Travel Policy of the Wheeling Fire Department attached hereto as Appendix B

(c) If any retraining to return to active emergency medical technician and/or paramedic status is scheduled during the employee's scheduled hours of work, such employee shall be released from duty without loss of pay. Time spent in retraining for return to active emergency medical technician and/or paramedic status outside the employee's scheduled hours of work shall not be compensated by the Village.

(d) The employee shall not be subject to discipline for his failure to recertify and the employee shall not suffer any loss of pay or benefits if it is proven that the Village failed to fulfill its responsibilities.

### **13.8 Emergency Medical Protective Equipment**

The Village shall provide all necessary protective equipment (i.e., masks, gloves, etc.) to protect employees from exposure to communicable diseases while in the performance of their duties.

### **13.9 Hepatitis B Immunizations**

The Village shall make available, at no cost to the employees, immunizations against Hepatitis B. Should an employee decline to obtain the immunizations, said employees will be required to sign a statement per the Bloodborne Pathogens Act that he has declined immunization.

### **13.10 Notification of Potential Contagious/Infectious Disease Exposure**

The Village shall notify an employee, as soon as possible, if it is determined that the employee has treated an individual found to have a contagious disease or to be infected with parasites. The Village shall provide any medical examination and/or diagnostic test, if necessary, to protect the health and safety of the employee and/or his family. All costs for treatment, if any, shall be in accordance with Worker's Compensation or the health plan selected by the employee, whichever may be applicable.

### **13.11 Indemnification**

The Village shall defend, indemnify, and hold harmless the employee against any and all claims, demands, suits, causes of action and all other forms of liability resulting from or

arising out of the performance of duties as a paramedic or as an emergency medical technician - basic with the Village's Mobile Intensive Care System. The provisions of this Section shall not, however, require the Village to defend, indemnify, or hold harmless the employee from any claim, demand, suit, or cause of action for punitive damages except that the Village shall defend an employee for any claim, demand, suit, or cause of action in which compensatory damages and punitive damages are sought. Nothing contained herein shall require the Village to pay additional defense costs should an employee choose to retain his own counsel with respect to such suits or causes of action.

### **13.12 IDPH Certification**

Certification as used in this article shall have the same meaning as licensure by the Illinois Department of Public Health (IDPH).

## **ARTICLE XIV - PROFESSIONAL STANDARDS**

### **14.1 Firefighter III/Advanced Firefighter Certification**

All employees shall, as a condition of eligibility for a merit step increase to step six (6) of the salary schedule, become certified as a Firefighter III or as an Advanced Firefighter in accordance with the Illinois Personnel Standards, provided that all training and prerequisites required for challenging the Illinois Personnel Standards Firefighter III or Advanced Firefighter Test will be given to the employee by the Village within three (3) years of their date of hire. As needed, the Wheeling Fire Department will provide an accredited class, bi-annually, that will provide the necessary training and prerequisites for employees to challenge the Illinois Personnel Standards Firefighter III or Advanced Firefighter test

An employee who becomes certified subsequent to his anniversary date will be eligible for a merit step increase at that time, subject to the conditions of Section 3.1 of Article III of this Agreement.

### **14.2 Drug Testing**

The Village may require an employee to submit to a urine and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use. The Village shall provide an employee who is ordered to submit to any such test with a written statement of the basis for the Village's reasonable suspicion prior to the test being administered.

The Village shall use only laboratories which are certified by the State of Illinois to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding based upon the cut-off standards set forth herein, a GC/MS confirmatory test shall be conducted as to the same sample. An initial positive screening test shall not be submitted to the Village; only GC/MS confirmatory test results will be reported to the

Village. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employees.

A portion of the test sample, if positive, shall be retained by the laboratory for six (6) months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois to perform drug and/or alcohol testing of the employee's choosing and the employee's expense. Once the portion of the tested sample leaves the laboratory selected by the Village, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample. The employee may request the original testing laboratory to directly transfer the test sample to a laboratory of the employee's choice.

The Village and the Association agree that the use of proscribed drugs, abuse of prescribed drugs, as well as having alcohol or proscribed drugs in the blood while on duty shall be cause for discipline, including termination. All issues relating to the drug and alcohol testing process (e.g. whether there is individualized, reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) shall be raised as provided within this Agreement. The Village shall continue to provide an employee assistance program to employees covered by this Agreement. An employee's participation in the Village's employee assistance program shall be voluntary. An employee's voluntary request for assistance with drug and/or alcohol problems shall be held strictly confidential by the employee assistance program personnel. Documents evidencing an employee's voluntary request for assistance with drug or alcohol problems shall not be inserted into an employee's personnel file without the employee's consent. Nothing in this Article shall be construed to prevent an employee from asserting that there should be treatment in lieu of discipline in any proceeding.

Cut-off values for the following items are as follows:

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA <sup>1</sup>	15 ng/mL.
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL.
Opiate metabolites			
Codeine/Morphine <sup>2</sup>	2000 ng/mL	Codeine	2000 ng/mL.
		Morphine	2000 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamines <sup>3</sup>			
AMP/MAMP <sup>4</sup>	500 ng/mL	Amphetamine	250 ng/mL.
		Methamphetamine <sup>5</sup>	250 ng/mL.
MDMA <sup>6</sup>	500 ng/mL	MDMA	250 ng/mL.
		MDA <sup>7</sup>	250 ng/mL.
		MDEA <sup>8</sup>	250 ng/mL

<sup>1</sup>Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

<sup>2</sup>Morphine is the target analyte for codeine/morphine testing.

<sup>3</sup>Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

<sup>4</sup>Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

<sup>5</sup>To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.

<sup>6</sup>Methylenedioxymethamphetamine (MDMA).

<sup>7</sup>Methylenedioxyamphetamine (MDA).

<sup>8</sup>Methylenedioxyethylamphetamine (MDEA).

The listing of these cut-off values does not imply that other drugs may not be tested under this Agreement.

### **14.3 No Smoking**

Public Act 095-0017, Smoke Free Illinois Act shall control all matters involving smoking in the workplace, and the following provisions shall apply:

1. At all current Village of Wheeling Fire Stations, smoking will not be permitted inside the fire stations nor within fifteen (15) feet of any entrances, exits, windows that open, or ventilation intakes to the fire station, in accordance with state law.
2. The Village of Wheeling agrees to install a section of privacy fencing at each fire station patio area no later than July 1, 2008 to serve as both a privacy screening and wind break.
3. As new Village of Wheeling Fire Stations are constructed, a designated smoking area will be incorporated into their overall site plan and design. Each smoking area will be a minimum of fifteen (15) feet but not more than twenty-five (25) feet from any entrances, exits, windows that open, and ventilation intakes of each structure and will be provided with a wind break and overhead weather protection as designed by the Village. Parties agree that each smoking shelter will not be required to have heating, air conditioning, and/or electrical service. The final design of any new smoking shelter shall be provided to the Wheeling Firefighters Association for their comment and review prior to construction. Each designated smoking area will be incorporated into the overall design of an exterior patio or similar amenity associated with each fire station.
4. Smoking will be permitted in all other exterior areas that are a minimum of fifteen (15) feet from all entrances, exits, windows that open, or ventilation intakes to any fire station, in accordance with state law.

### **14.4 Recreational Cannabis**

In the event that recreational cannabis is legalized either by the State of Illinois and/or the Federal Government, the use of cannabis products containing active ingredients designed for inhalation, ingestion, injection or absorption while on-duty shall be strictly prohibited.

## **ARTICLE XV - OUTSIDE EMPLOYMENT**

Employees shall be permitted to engage in outside employment, subject to the following conditions:

1. The outside employment must be subsidiary to the employee's employment with the Village.
2. Employees must provide the Department with a telephone number where the employee can be reasonably reached at all times.

3. The outside employment shall not be with any police department in the Prospect Heights Fire Protection District, the City of Prospect Heights, and/or the Village of Wheeling.
4. Effective July 1, 2019, the outside employment shall not involve fire suppression and/or emergency medical response functions associated with any fire departments or fire protection districts (including contract positions with such department or district).
5. The outside employment cannot conflict with the employee's work schedule at the Wheeling Fire Department.
6. The outside employment may not be of such nature as to create any conflict of interest with employment in the Wheeling Fire Department.
7. The outside employment may not be in contravention of any applicable state law.
8. Nothing set forth herein shall limit the ability of the Fire Chief to require an employee to work overtime when an unusual emergency condition exists.

## **ARTICLE XVI - DUTY TRADES**

### **16.1 Definitions**

(a) A duty trade means the agreement between two (2) employees within the same rank in which one (1) employee works duty hours for another.

(b) A flip-flop duty trade is a full duty day trade which occurs on consecutively scheduled shifts.

### **16.2 Purpose**

The provisions of this Article are to insure the orderly exchange of time between employees within the same rank without interfering with the manning requirement on each tour of duty.

### **16.3 Privilege**

It is understood and agreed that any duty trade is a privilege. Duty trades shall be permitted with the approval of the Fire Chief or his designee.

### **16.4 Procedure**

(a) All duty trades shall be requested in writing and submitted to the Battalion Chief or his designee a minimum of one (1) duty day (48 hours +) prior to the first duty day requested. All requests for duty trades, except for contract negotiations or interest arbitration hearings, not submitted in accordance with these requirements will automatically be denied. All requests for duty trades shall be submitted on the form provided by the Village.

(b) If an employee works all or part of another employee's scheduled shift in accordance with this Article, the hours worked by the substitute employee shall be counted as hours worked by the employee who was originally scheduled to work that shift.

#### **16.5 Allowable Duty Trades**

(a) Each employee shall be allowed a maximum of eighteen (18) duty trades per calendar year. The Fire Chief may, in his sole discretion, grant additional duty trades.

(b) Flip-flop and straight duty trades shall be considered as one duty trade of the initial requester only.

(c) Duty trades necessary for approved training, approved schooling, contract negotiations, interest arbitration hearings or for elected Association representatives to attend seminars, conventions, or district meetings of the Associated Firefighter's of Illinois and the International Association of Firefighters shall not be counted toward the maximum number of duty trades allowed.

(d) Employees may duty trade with other employees of the same rank. Furthermore, duty trades are not allowed between paramedics and non-paramedics if the reasonably anticipated number of paramedics on duty will fall below the minimum required by the Village.

(e) Duty trades submitted within the forty-five (45) days prior to the requested day will be approved or denied within forty-eight (48) hours of submittal.

#### **16.6 Repayment**

All duty trades must be repaid within twelve (12) months from the date of the trade. It shall be the responsibility of each employee to track his/her own duty trades. Failure to repay a duty trade will result in forfeiture of the duty trade and no further action and/or financial obligation will exist.

#### **16.7 Emergency Duty Trades**

In case of emergency, a duty trade with less than one (1) duty day (48 hours +) advanced notice may be granted with the approval of the Fire Chief or his designee.

#### **16.8 Responsibility for Duty Trades**

Once a duty trade is approved, each employee involved with the duty trade is responsible to work the new agreed upon work day/shift or specified time period.

### **ARTICLE XVII - LIGHT DUTY**

#### **17.1 Light Duty Assignment**

(a) An employee who has been under a doctor's care for seven (7) or more calendar days and is unable to perform full duty responsibilities due to injury or disability

may be assigned to light duty by the Fire Chief or his designee. Temporary assignment to light duty shall only be made when a specific job assignment is available and is within the physical limitations of the employee being assigned, as determined by the Fire Chief and Village physician.

In order to be assigned to light duty, the employee must be released to light duty by a physician designated by the Village. Cost of such physician shall be borne by the Village. If a physician chosen and paid for by the employee finds that the employee should not work the light duty assignment because of medical reasons, a third physician shall be selected by the two physicians and that physician's opinion shall control. The cost of the third physician shall be split equally by the Village and the employee.

Temporary assignment to light duty shall be limited to a three (3) month period. After three (3) months, the individual shall be reevaluated by the Village physician. Upon the advice of the Village physician, a temporary assignment to light duty may be extended up to an additional three (3) months. Light duty assignments shall not exceed six (6) months in overall length.

At any time during a period of light duty, the Village may require the employee to submit to a physical examination, at Village expense, in order to determine the employee's present physical condition. The purpose of the physical examination shall be restricted to determining if the individual should remain on light duty or return to full duty.

An employee who is unable to perform full duty responsibilities due to injury or disability has the right to request that he be assigned to light duty when a specific job assignment is available and within the physical limitations of the employee being assigned. The Village will not deny an employee's request for available light duty work except for reasonable justification.

While on light duty, the employee shall be considered to be on duty and shall be assigned to Fire Department related duties. The employee will continue to receive full pay and benefits which shall be adjusted for the light duty schedule, as set forth within this Section 17.1. Work hours while on light duty will be scheduled consecutively and shall normally not exceed eight (8) hours per day (excluding a one (1) hour lunch period) or forty (40) hours per week, unless mutually agreed upon by the Village and the employee. Light duty shall normally not be assigned between the hours of 5:00 p.m. to 7:00 a.m. and shall not be assigned for Saturdays, Sundays, or Village holidays unless mutually agreed upon by the Village and the employee. Time worked in excess of forty (40) hours in a week shall be paid at time and one-half (1 1/2) the employee's normal straight time hourly rate of pay. While on light duty, employees shall continue to receive Kelly days.

(b) While on light duty, holiday, vacation, and sick leave shall be adjusted as follows:

(1) All accrued vacation and holiday hours shall be multiplied by two-thirds (2/3) to adjust the employee's hours to a forty (40) hour a week work cycle. Any vacation time and/or holiday taken while on light duty shall be deducted from the revised accrued vacation or holiday hours on an hour per hour basis with a full day of vacation or a holiday being equal to eight (8) hours. Upon termination of light duty, any remaining accrued vacation and/or holiday hours shall be multiplied by one and one half (1 1/2) times to readjust the remaining hours to a twenty-four (24) hour duty day.

(2) Sick leave shall continue to accrue at the rate established in Section 5.1, while the employee is on light duty. Only sick leave taken while the on light duty shall be deducted from accrued sick leave or Administrative Sick Leave, whichever is applicable on an hour for hour basis.

#### **17.2 Statutory Rights.**

Nothing in this Article shall affect the statutory right of the employee pursuant to pension laws or the statutory rights of the Pension Board in dealing with an employee on disability pension.

### **ARTICLE XVIII - NO STRIKE - NO LOCKOUT**

#### **18.1 No Strike.**

Neither the Association nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform mandatory overtime, concerted mass resignations or concerted mass absenteeism. Any or all employees who violate any of the provisions of this section may be disciplined by the Village.

#### **18.2 Obligations of Association**

In the event of a violation of Section 18.1 of this Article, the Association agrees to inform its members of their obligations under this Agreement and to direct them to return to work. Provided the Association complies with Section 18.2 hereof, the Village agrees that the Association shall not be liable for any actions in violation of this Article by individual employees or any liability that might arise therefrom.

#### **18.3 No Lockout**

The Village will not lock out any employee as a result of a labor dispute with the Association.

#### **18.4 Judicial Restraint**

Nothing contained herein shall preclude the Village or the Association from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust the grievance procedure before instituting court action seeking such judicial restraint and/or damages.

## ARTICLE XIX - MISCELLANEOUS PROVISIONS

### 19.1 Ratification and Amendment

This Agreement shall become effective when ratified by the President and Board of Trustees of the Village of Wheeling and the Association and signed by authorized representatives thereof and may be amended or modified during its term with mutual written consent of both parties.

### 19.2 Board of Fire and Police Commissioners

All parties recognize that the Board of Fire and Police Commissioners of the Village of Wheeling has certain exclusive statutory jurisdiction to hire employees covered by this Agreement, and to make, alter and enforce reasonable rules and regulations relating thereto. Nothing in this Agreement is intended in any way to replace or diminish the jurisdiction of the Board of Fire and Police Commissioners to hire employees and these matters under their jurisdiction shall not be subject to the grievance procedure. The exercise of authority to make or alter reasonable rules and regulations, however, shall not conflict with the provisions of this agreement.

### 19.3 Firemen's Disciplinary Act

The Village shall comply with the provisions of the Firemen's Disciplinary Act (Illinois Compiled Statutes).

### 19.4 Deferred Compensation

An employee shall have the same opportunity to participate in any deferred compensation plan on the same terms and conditions that may be offered to Village employees generally.

### 19.5 Tuition Reimbursement

Employees will be eligible for tuition, lab fees, and textbooks for advanced education course work taken at an accredited college or university subject to the following conditions:

(a) Each course shall be clearly job related or serve as a prerequisite for an approved job related degree; e.g. bachelors of fire science, fire protection engineering, fire administration, or emergency medicine or their equivalent, or masters of public administration or its equivalent. The determination of whether a degree is an equivalent shall rest with the Personnel Director.

(b) The employee must obtain approval, prior to enrollment in each course, by the Fire Chief and Personnel Director.

(c) All course work must be directed towards the completion of an approved job related degree program.

(d) The employee must pay for all tuition, lab fees, and textbooks, at the time of enrollment. Upon successful completion of each course, the Village will reimburse the employee for fifty percent (50%) of the approved expenses associated with the course up to a maximum total reimbursement per calendar year of two thousand dollars (\$2,000.00). A course is deemed to have been successfully completed if the following criteria are met:

- (1) A grade of "C" or above is received; or
- (2) A score equivalent to a "C" in a numerical grading system is received;  
or
- (3) A "pass" is received in a "pass/fail" grading system.

(e) If other sources of tuition reimbursement are provided (i.e., grants, scholarships, etc.), reimbursement by the Village will only be provided for the remaining balance and subject to the previous conditions of this Article.

(f) Once an employee is approved for any reimbursement for tuition, the employee will no longer receive a college incentive benefit.

(g) An employee who is scheduled to attend a class that serves as a prerequisite for an approved job related degree at an accredited college or university on his scheduled duty day may be released from duty without loss of pay with the approval of the Fire Chief.

## **19.6 Gender Clause**

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

## **19.7 Temporary Acting Out-of-Rank**

(a) An employee who is assigned the duties of acting out-of-rank for a period of four (4) consecutive hours or more shall receive fifteen (15) minutes of additional pay at one and one-half (1 1/2) times his regular hourly rate of pay for each full two (2) hour increment the employee is assigned the duties of acting out-of-rank. Partial increments of less than two (2) hours shall not be compensated.

(b) An employee shall receive compensation for temporary assignment to acting out-of-rank duties on the next scheduled pay day after the work cycle following the employee's assignment of such hours.

(c) The Village shall not assign employees to perform the duties of acting out-of-rank to avoid promotion.

(d) The premium pay provisions of the Section shall apply notwithstanding the no pyramiding provisions of Section 4.11. This Section, however, is not intended to change the manner in which the regular rate of pay is calculated for overtime purposes.

## **19.8 Examinations - Promotions**

General: Promotions to the rank of Lieutenant shall be conducted in accordance with the provisions of this Section, and if not otherwise addressed in this Section, the applicable provisions of the Fire Department Promotions Act, 50 ILCS 742/1 et seq. shall apply.

### a) Establishment of Examinations

The Board of Fire and Police Commissioners of the Village of Wheeling shall in accordance with this Agreement provide for promotions in the Fire Department on the basis of Department merit, ascertained merit, seniority, and examination, and shall provide in all cases wherein the Board retains jurisdiction, that vacancies (other than in cases of original appointments) shall be filled by promotional examination. The examination process for promotion shall be competitive among such employees as desire to submit themselves to such process. All candidates for promotional examination shall conform to the application and pre-qualification requirements, as established for the examination process. In the event that no employee participating in the examination process is pre-qualified for promotion under the standards herein provided, in the event that no employee elects to participate in said promotional process, then in that event the Board shall have the option of extending the examination process to other non-probationary members of the department as determined by the Board. In the event it becomes necessary to extend the examination process to the other non-probationary members, then said examination shall be administered as herein-fore provided, except that those candidates participating in said examination process shall not be entitled to consideration for Seniority as herein provided.

### b) Notice of Examination Process

The promotional examination process shall be held on dates fixed by the Board, and the date of said examinations shall be advertised in the newspaper, as required by the Statutes of the State of Illinois. Examinations may be postponed by order of the Board, in which event said order shall state the reason for the postponement and shall designate a new date for the conducting of the examination. All candidates shall be notified of the postponement and of the new date fixed for the examination.

### c) Phases of Examination Process

All candidates for promotion shall be permitted to participate in all of the following examination phases irrespective of their score on any one phase of the examination process. The examination phases will follow the order set forth herein:

1. Wheeling Fire Chief's Appraisal Points
2. Wheeling Fire Department Officers' Appraisal Points
3. Ascertain Merit and Seniority
4. Oral Interview
5. Assessment Center Examination
6. Written Examination

d) Service Requirements for Taking Lieutenant's Promotional Examination

All examinations for promotion shall be competitive among such employees of the Fire Department who shall have completed their probationary period prior to the date on which the formal application and resume are due, and shall have completed three (3) full years of service in the rank held after completing said probationary period and who has certified as an Advanced Firefighter as prescribed by the Illinois Fire Protection Personnel Standards and Education Commission.

e) Examination Grading Process

In order to be eligible for promotion, candidates must attain an average minimum passing score of seventy (70) percent of the sum total points of the combined scores on the written examination, assessment center and oral examination. Promotional candidates shall then be graded in accordance with the following weighted formula:

1. Efficiency Rating – Fire Chief: as determined by the Wheeling Fire Chief's appraisal, five (5) percent of the raw score.
2. Efficiency Rating - Officers: as determined by the Wheeling Fire Department Officers' appraisal, nine (9) percent of the raw score.
3. Ascertain Merit and Seniority: Two (2) and five (5) point maximum, respectively.
4. Oral Interview: Ten (10) percent of the raw score.
5. Assessment Center Examination: Thirty-eight (38) percent of the raw score.
6. Written Examination: Thirty-eight (38) percent of the raw score.

f) Scoring of Components and Posting of Preliminary Promotion List

Each candidate shall receive confidential written notification of their scores for each component of the promotional process after each component of the process is completed and before the next component is administered. The Association President and the Fire Chief, or their designees, shall also receive the candidates scores following the completion of each component.

g) Fire Chief's Appraisal

The Fire Chief shall assign points based on his/her assessment of each candidate's qualifications and abilities to perform the duties of Lieutenant. The criteria used in assigning Chief's points shall be job-related and be applied uniformly to all candidates. The Fire Chief shall keep and maintain records of all scores for the duration of the Final Promotion List. Monitors shall not be required regarding the process of assigning Chief's Points.

h) Department Officers' Appraisal

1. Content of Department Officers' Appraisal: The Department Lieutenants and Battalion Chiefs will meet to discuss and evaluate the candidates on their overall ability to perform the duties and responsibilities of the position.
2. Department Officers' Appraisal Procedure: The Department Lieutenants and Battalion Chiefs will evaluate the candidate on the criteria to be agreed upon by the Fire Chief and the Association, and then each evaluator will confidentially grade the candidate on the grade point basis established for the Department Officers' Appraisal. The applicant's final grade will be the average of the sum total of the grade point totals given to him by each of the Lieutenants and Battalion Chiefs.
3. Records: The Fire Chief shall keep and maintain records of all scores for the duration of the Final Promotion List. Monitors shall not be required regarding the process of assigning Officers' Points.

i) Oral Interview Procedure

1. Contents of Oral Examination/Interview: Questions asked of applicants on oral examination will be such as will enable members of the Board of Fire and Police Commissioners (BOFPC) to evaluate and grade the applicants on voice, speech, appearance, alertness, ability to present ideas, judgment, career preparation and self-confidence for the position.
2. Oral Examination/Interview Procedure: At least two (2) Board members shall conduct each oral examination, and the number of Board members conducting the oral examination shall be uniform throughout the oral examination phase of any particular promotional examination administered by the Board. Upon completion of each oral interview, each Board member who conducted the interview will evaluate the applicant on the factors set forth in paragraph i (1), and will then grade the applicant on the grade point basis

provided. The applicant's final grade will be the average of the grade point totals given to him by each of the Board members who conducted the interview.

j) Assessment Center Examination

1. Content of Assessment Center Examination: Questions asked or exercises administered to the candidates during the Assessment Center examinations will be such as will enable Board member designee(s) to evaluate and grade the candidates on their overall ability to perform the duties and responsibilities of the position. Assessment Center designees shall be chosen by the Board and shall be experienced, trained assessors.
2. Assessment Center Examination Procedure: Upon completion of each exercise, each Board member designee(s) who acts as an assessor will evaluate the candidate on the criteria established for the Assessment Center and then grade the candidate on the grade point basis established for the Assessment Center. The applicant's final grade will be the average of the sum total of the grade point totals given to him by each of the Board member designee(s) who acted as an assessor.

k) Written Examination

1. Content of Written Examination: The subject matter of the written examination shall fairly test the capacity of the candidate to discharge the duties of the position to which the candidate seeks promotion. No examination shall contain questions regarding the candidate's political or religious opinions or affiliations. The written examination shall have been developed by an independent outside agency and shall have been independently validated. The written examination shall be based only on the contents of the written materials that the Board of Fire and Police Commissioners (BOFPC) has identified and made readily available to candidates at least ninety (90) calendar days before the written examination is administered.
2. Written Examination Procedure: The written examination will be administered in a manner insuring confidentiality of the candidate and compliance with the individualized directions of the testing instrument being utilized.

l) Department Merit and Seniority

Credit for ascertain merit shall be given to those employees whose names appear on the Eligibility Register on the basis of the following:

1. Employees who have an Associate's Degree or Bachelor's Degree in fire Science or Emergency Medical Services from an accredited college or university; or employees who have successfully completed the prescribed classes needed to be certified by the State of Illinois as a Fire Officer I/Company Fire Officer; will have one (1) point added to the final grade averages.
2. Employees who are active members of any of the Department's Special Teams (Technical Rescue Specialist (TRS) Team, Hazardous Materials (HM) Team, Underwater Rescue & Recovery Team, Fire Investigation Team) and have been a team member for at least two (2) years at the time the Eligibility Register is posted; will have one-half (1/2) point added to the final grade point average for each special team the candidate has been actively involved with but not to exceed a total of one (1) additional point.
3. Employees who are active members of any Department Committee or who have direct responsibility for an on-going special project assignment for at least two (2) years at the time the Eligibility Register is posted; will have one-half (1/2) point added to the final grade point average for any Department Committee and/or special project assignment in which the candidate has been actively involved with but not to exceed a total of one-half (1/2) additional point.
4. The maximum number of points a candidate may have added to his/her final grade point average for ascertain merit will be two (2) points.

Credit for seniority shall be given, as of the date of the written examination, to employees whose names appear on the Eligibility Register by adding 0.42 points to the final grade averages for each complete year of service after five (5) years of service to a maximum of five (5) points after seventeen (17) years of service.

m) Military Preference Points

After all ascertain merit and seniority points have been added to a candidate's score, those individuals who have served active duty in the military, in accordance with the Illinois Municipal Code, 65 ILCS Section 5/10-2.1-11, shall be awarded seven-tenth's (7/10) of one (1) point for each six (6) months of active military service or fraction thereof not to exceed a total of thirty (30) months credit. Military points are added on top of all other awarded points.

n) Eligibility Register – Promotions

Within sixty (60) days after each such promotional examination, the Board shall prepare, certify and post an Eligibility Register of candidates who shall be ranked in order of their relative excellence, as determined by the examination process, seniority, ascertain merit, application of Departmental Merit and Efficiency considerations, and the addition of any applicable military preference points, if any, as herein above provided. An average grade of seventy (70) percent of the combined scores on the oral examination, written examination and Assessment Center examination shall be required for listing on said Register.

The Eligibility Register shall be posted and candidates who are deemed eligible shall be notified thereof. The Board of Fire and Police Commissioners shall promote all officers of the Fire Department on the basis of the final list of certified eligible candidates. The promotions shall be made by the selection of a person in rank order from the top of the Promotional Eligibility Register provided that any candidate may refuse a promotion once without losing his position on the Promotional Eligibility Register. Any candidate who refuses a promotion a second time shall be removed from the Promotional Eligibility Register, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

The Eligibility Register shall remain in effect for a period of three (3) years from the date of posting, unless said Eligibility Register is exhausted prior thereto. However, all approved vacancies will be filled from the Eligibility Register that is in effect at the time the vacancy occurs.

All firefighters assigned to the duties of Acting Lieutenant during their regularly assigned shift shall be taken from the Eligibility Register. Anyone assigned to Acting Lieutenant can be removed from this assigned position for cause by the Fire Chief or Deputy Fire Chief. If no candidate from the Eligibility Register is available, the temporary assignment to Acting Lieutenant shall be the decision of the Fire Chief or his designee.

o) Right of Review

- 1) Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list may file a grievance at Step 2 in accordance with the provisions of the grievance and arbitration procedure set forth in Article IX of this Agreement. Any such grievance must be filed within five (5) calendar days of the date the final promotion list is posted.
- 2) The grievance shall be limited to disputes relating to a claim that the Employer failed to follow the requirements of this Article in administering the promotional process. Only such objective grievances shall be allowed under the parties' grievance and arbitration procedure set forth in Article IX.

3) The grievance shall not involve any claims relating to disputes over the level of ratings or points awarded by an evaluator, interviewer, the Fire Chief or his designee as to any component of the test, other than the accuracy of the computations of the points awarded.

p) Review Session

At the conclusion of the examination process, candidates may request a private review session with the Fire Chief and his designee(s).

q) Probationary Period

Any candidate promoted by virtue of the examination process shall be classified as on probationary status for a period of two (2) years following his promotion. The probationary period will terminate automatically at the expiration of said two (2) year period, unless the Fire Chief certifies to the Board that the probationary officer has not performed his duties satisfactorily during that period, or if a Lieutenant has not become a certified Company Fire Officer within 2 years of promotion. In that event, the Fire Chief may extend the probationary period for an additional period of time not to exceed six (6) months, or the Fire Chief shall seek a demotion as set forth in Chapter V, Section 2 of the Rules and Regulations of the Board of Fire and Police Commissioners.

**19.9 Longevity**

An employee who has been employed with the Village of Wheeling for twelve (12) continuous years or more from their anniversary date shall receive longevity pay annually on the January 1 following each anniversary date in accordance with the following schedule:

Years

12 years but less than 18 years	\$750.00
18 years but less than 25 years	\$1,250.00
25 years or more	\$1,500.00

This Section of the collective bargaining agreement shall be interpreted to mean that an eligible retiree shall receive longevity pay for the prior calendar year and a prorated portion from January 1 of the year in which the firefighter retires through his or her retirement date.

**19.10 Personnel Files**

The Village agrees to fully comply with the terms and conditions of Illinois Compiled Statutes, as may be hereinafter amended.

### 19.11 Uniform Allowance

(a) Employees shall initially be issued clothing and protective equipment which meet generally acceptable industry standards. The initial uniform issuance to new employees shall consist of the following items:

- 3 pr. Work trousers
- 3 ea. Winter work shirts
- 3 ea. Summer work shirts
- 5 ea. Tee shirts
- 1 pr. Uniform shoes or boots (steel toe)
- 1 ea. Black belt
- 1 ea. Spring jacket
- 1 ea. Winter jacket
- 1 ea. Sweatshirt
- 1 ea. Zippered Sweatshirt
- 1 ea. Sweatpants
- 1 ea. Sweatshorts
- 2 ea. Nameplates
- 1 ea. Baseball style cap
- 1 ea. Dress hat
- 1 ea. Black tie
- 1 ea. Pair of gloves
- 1 ea. Watch cap

Employees shall be required to clean and maintain such items properly. Such clothing and protective equipment shall be issued by a clothier selected by the Village. The Village retains the right to change the uniform specifications at no added cost to the employee.

(b) Employees shall be provided a uniform allowance account of Five Hundred Dollars (\$500.00) per annum. Items of clothing needing replacement shall be ordered by the employee, with the amount of the item deducted from the employee's account balance. Any account balance remaining at the end of the fiscal year will be carried over into the next fiscal year. The Village shall also provide a quartermaster system for protective equipment.

(c) Employees are responsible for the proper care of their equipment and uniforms. Failure to properly care for equipment and uniforms, may subject the employee to discipline.

(d) All uniforms and equipment are the property of the Village and shall be returned upon separation of employment. Additionally, employees shall neither wear their uniforms, nor operate equipment, for non-duty purposes or on non-duty time except with the approval of the Fire Chief.

### **19.12 Association Bulletin Boards**

(a) The Village will make available space for an Association bulletin board of at least three (3) feet by four (4) feet at each station to be located in a conspicuous area accessible to all Association members. Posting on such bulletin boards shall be solely for official Association notices, so long as such notices are of a non-political, non-inflammatory and non-discriminatory nature.

(b) Any material posted on the Association bulletin board shall be approved by a member of the Association Executive Board prior to posting.

(c) All costs incident to preparing and posting of Association material will be borne by the Association. The Association is responsible for the maintenance of such bulletin boards.

### **19.13 Labor-Management Meetings**

At the request of either party, the President of the Association and the Fire Chief may meet at mutually agreed upon times, up to once each calendar quarter or more frequently if the parties mutually agree, to discuss matters of mutual concern including, but not limited to, safety, training, performance evaluations, rules and regulations, that do not involve negotiations. The President of the Association may invite other bargaining unit members or Association representatives (not to exceed three (3)) to attend such meetings. The Fire Chief may invite other Village representatives (not to exceed three (3)) to attend such meetings.

### **19.14 Health and Safety**

The Village agrees to continue to make provisions for employee safety which it reasonably deems appropriate.

### **19.15 Savings Clause**

If any provision of this Agreement is declared to be unlawful by any entity having proper jurisdiction of same, the remaining provisions of this Agreement shall remain in full force and effect. In such an event, the parties to this Agreement shall meet within thirty (30) days of notification from either party to negotiate a replacement provision in accordance with applicable law.

### **19.16 Residency**

No employee covered by this agreement shall be required to reside within a particular geographic area as a term or condition of employment.

### **19.17 Discipline**

a) Employees shall be entitled to an Association representative at all disciplinary investigatory meetings which the employee attends and are initiated by the employer, and at any meeting or interviews which the employee reasonably believes could result in discipline.

b) The following procedure shall apply to the administration of discipline by the Fire Chief with respect to employees covered by this agreement:

1. Discipline by Fire Chief

a) The following disciplinary options are expressly reserved to the Fire Chief:

1) To issue oral or written reprimands, which shall not be subject to the arbitration procedure or to review by the Board of Fire and Police Commissioners.

2) To suspend employees without pay as a disciplinary measure to a maximum of five (5) calendar days in accordance with 65 ILCS 5/10-2.1-17 and the rules and regulations of the Wheeling Board of Fire and Police Commissioners ("Board of Fire and Police Commissioners") in effect at the time of the suspension. Such disciplinary action shall be deemed final, subject only to an appeal of such discipline in accordance with the provision of this article.

3) To file charges with the Board of Fire and Police Commissioners against the employee seeking a suspension without pay of more than five (5) calendar days to a maximum of thirty (30) calendar days; demotion, or, discharge.

b) The Fire Chief shall serve written notice of disciplinary penalty and the reason for the penalty or the charges that are to be filed with the Board of Fire and Police Commissioners upon the employee involved. The Association shall receive a copy of the written notice of disciplinary penalty, and the Association is to maintain the confidentiality of the discipline notice until such time that the matter may become the subject of hearing pursuant to this section. The following procedure shall apply:

1) If the employee elects to file an appeal of suspension of five (5) calendar days or less with the Board of Fire and Police Commissioners or where the employee stands on his or her rights to defend against the charges before the Board of Fire and Police Commissioners, the employee's appeal or hearing shall be governed by 65 ILCS 5/10-2.1-17 and the rules and regulations of the Wheeling Board of Fire and Police Commissioners in effect at the time of the hearing or appeal.

2) If the employee, with the approval of the Association, elects to file a grievance as to the disciplinary action or proposed disciplinary action, the grievance shall be processed in accordance with Article XI of this Agreement, except that the processing of the grievance shall begin at the arbitration step (Section 11.4) of the procedure.

In addition, to the extent proposed discipline is grieved in lieu of proceeding before the Board of Fire and Police Commissioners, the Fire Chief's proposed discipline shall immediately become effective, subject to subsequent review by an Arbitrator.

c) This Section shall not be construed to diminish or modify the disciplinary authority of the Fire Chief as established by statute.

## 2. Irrevocable Election of Appeal Procedure

Upon receipt of either service of charges or of a notice of disciplinary penalty, the employee may elect to have the disciplinary hearing or appeal heard by the Board of Fire and Police Commissioners or the employee, with the approval of the Association, have the disciplinary hearing or appeal through the grievance and arbitration proceeding set out in Article XI of this Agreement. The employee shall notify the Village of his election, in writing, within twenty-one (21) calendar days of the service on the employee of the charges or the notice of disciplinary action. The written statement shall be signed by the employee and shall state that the employee waives any rights that he or she would otherwise have to a hearing before the Board of Fire and Police Commissioners. The options to proceed to a hearing or appeal before the Board of Fire and Police Commissioners or through the grievance and arbitration procedure are mutually exclusive and no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the Board of Fire and Police Commissioners and no relief shall be available under the Board of Fire and Police Commissioners procedures with respect to any matter which, at the employee's option, is appealed to the grievance and arbitration procedure set forth in Article XI of this agreement.

## 3. Board of Fire and Police Commissioner Option

If the employee elects to have the hearing or appeal heard before the Board of Fire and Police Commissioners, the procedure will be governed by 65 ILCS 5/10-2.1-17 and the rules and regulations of the Wheeling Board of Fire and Police Commissioners.

## 4. Grievance and Arbitration Option

Only the Association shall have the right to refer matters regarding discipline to the grievance and arbitration option. If the Association and the employee notify the Village of their decision to have the appeal heard through the grievance and arbitration option, the grievance shall be filed at the arbitration step (Article XI, Section 11.4) of this Agreement. The Fire Chief shall withdraw any charges on file with the Board of Fire and Police Commissioners and shall file a copy of the written election under paragraph 2 above along with the employee's motion to withdraw the charges in deference to arbitration. If the Association and the employee elect arbitration, the charges filed by the Village shall form the basis of the case before the arbitrator. Any disciplinary grievance filed without the required signed waiver shall be inarbitrable and the arbitrator shall have no

jurisdiction to consider it. The arbitrator shall have the authority to uphold the discipline issued, to rescind or modify the discipline, to order reinstatement and back pay.

5. Suspension Without Pay

The Board of Fire and Police Commissioners shall have the authority to suspend an employee with or without pay against whom charges have been filed pending a hearing upon a showing of compelling justification, regardless of which hearing option is selected by the employee, and subject to observance of the employee's rights to due process of law.

6. Decision and Review

Reviews of decisions of the Board of Fire and Police Commissioners or of an arbitrator under this Section shall be as by law provided for the hearing body elected by the employee.

7. Arbitration Procedures

The parties shall in the first instance make a good faith effort to agree on the selection of the arbitrator, and, if no agreement shall be reached, the parties shall utilize the arbitrator selection procedure of this Agreement. The arbitrator selected shall have experience in resolving disputes arising under the collective bargaining agreements covering police officers or firefighters.

8. Time Limit Extension

The parties, may by mutual agreement in writing, extend any of the time limits set forth in this Section.

Pursuant to Article VII, Section 6, of the Illinois Constitution of 1970 and Section 15 of the IPLRA, the foregoing provisions with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be applicable under either 65 ILCS 5/10.2.1-17, or the Rules and Regulations of the Village of Wheeling Board of Fire and Police Commissioners.

**19.18 Retirement/Resignation Notice**

Employees who voluntarily leave the Village service shall give advance notice of not less than forty-five (45) calendar days. Accrued sick leave without a signed note from a physician shall not be used during this advance notice period. Accrued vacation and holiday time shall not be used fourteen (14) calendar days or less prior to the date of the employee's service termination. An employee's date of service termination for all purposes shall be the last day actually worked by the employee. Employment shall not be extended by the use of accrued vacation time, sick leave, or holiday time. The Fire Chief, with the approval of the Personnel Director, will waive this requirement if exceptional circumstances warrant such exemption. No demand or request of an employee by any person in authority to sign an undated resignation shall be allowed.

### **19.19 Fiscal Year and Contract Administration**

The Village and Association agree that any reference to the "Fiscal Year" in this agreement will be understood to mean the period from May 1 through April 30 for the purpose of contract administration.

### **19.20 Driver's License Requirement**

Each employee shall be required to obtain and maintain an appropriate driver's license within the first six (6) months of employment. This time restrictions may be extended subject to the approval of the Fire Chief. Any employee who fails to obtain or maintain an appropriate driver's license shall be prohibited from driving any Fire Department vehicles and may be subject to disciplinary action. It is the responsibility of each employee to advise Command Staff prior to his/her next duty day whenever his/her driver's license is suspended and/or revoked.

The following list outlines the specific type of State of Illinois driver's license required for each employee classification:

- Lieutenant: Class A or Class B
- Lieutenant/Paramedic: Class A or Class B
- Firefighter: Class A or Class B
- Firefighter/Paramedic: Class A or Class B

Employees who reside outside of the State of Illinois shall be required to obtain and maintain a driver's license within their home state with a weight classification equal to or exceeding the equivalent State of Illinois driver's license listed above within the first six (6) months of employment or within ninety (90) days of relocation. These time restrictions may be extended subject to the approval of the Fire Chief.

Command Staff shall be provided with a copy of each employee's valid driver's license. It shall be the responsibility of each employee to submit a copy of his/her driver's license at the time of its renewal and/or reissue within ten (10) days following renewal/reissue. This time restriction may be extended subject to the approval of the Fire Chief. In the event that the employee is scheduled off for a period of time, the employee must provide said copy upon reporting back to duty immediately after the scheduled time off period.

### **19.21 Subcontracting**

Basic fire suppression work and emergency medical services shall not be subcontracted during the term of this Agreement, provided that this provision shall not be applicable to any mutual aid agreements that the Village has or may have with other fire departments.

## **ARTICLE XX - IMPASSE RESOLUTION**

Should an impasse arise in any collective bargaining contemplated by this Agreement, the parties desire to utilize the procedures for impasse resolution outlined in the Illinois Public Labor Relations Act (hereinafter referred to as the "Act") and the rules and regulations of the Illinois State Labor Relations Board (hereinafter referred to as "ISLRB"), subject to the modifications set forth in this Article. The parties agree that the statutory authority for the following "alternative form of impasse resolution" is set forth in Section 14 (p) of the Act. It is agreed that should any impasse result during the collective bargaining negotiations contemplated by this Agreement, and it becomes necessary to submit their unresolved disputes to arbitration pursuant to Section 14 of the Act, the parties will engage in the arbitration of impasse procedure described in the Act and the Rules and Regulations of the ISLRB, subject to the following:

(a) Arbitrator Selection Process: The parties agree that in the absence of an agreement on a neutral arbitrator, within fourteen (14) calendar days of a proper request for arbitration, the parties shall file a joint request with the American Arbitration Association (hereinafter "AAA") for a panel of seven (7) arbitrators for which the parties shall select a neutral arbitrator. The parties agree to request the AAA to limit the panel to members of the National Academy of Arbitrators. Both the Village and the WFA shall have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The parties agree to engage in a ranking process for purposes of determining which of the seven (7) arbitrators on the panel shall serve as the neutral arbitrator, i.e., each of the seven (7) panel members shall be listed in order of preference by each party. Each party shall have fourteen (14) calendar days from the date the panel list is received from AAA to number the names on the panel list in order of preference and return the list to AAA. In accordance with the designated order of mutual preference, the AAA shall invite the acceptance of the arbitrator who ranks the highest on each list to serve. In the event that the arbitrator declines or is unable to serve, the AAA shall invite the next arbitrator in designated order of mutual preference to so serve. In the event that he declines or is unable to serve, the parties agree to jointly request a new panel of seven (7) arbitrators from the AAA and commence the selection process anew. It is further agreed that the AAA's role and participation in the arbitration process shall be strictly limited to providing the panel(s) and administering the selection process. Once an arbitrator has been selected by means of the parties' ranking of the members on the panel, the AAA's participation in the arbitration proceedings shall be terminated. The parties shall divide equally any costs associated with the AAA administering the selection process. The parties shall inform AAA of this limited role by joint letter at the time the first panel is requested;

(b) Post-Selection Coordination of Process: The parties shall jointly communicate and coordinate all remaining aspects of the arbitration process (including but not limited to scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral

arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board, unless modified by this Agreement;

(c) Issues in Dispute: Within seven (7) calendar days of the service of a demand that the arbitrator selection process begin, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award.

(d) Final Offers: No less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in dispute. The foregoing shall not preclude the parties from mutually agreeing to resolve any or all issues identified as being in dispute through further collective bargaining.

(e) Authority and Jurisdiction of Arbitrator:

(1) The parties agree that the neutral arbitrator shall not function as a mediator unless mutually agreed by the Village and the Association.

(2) The parties agree that the Association may file a request for mediation under Section 14 of the Act after commencement of the Village's new fiscal year and that any increases in rates of compensation awarded by the arbitrator may be retroactive to the commencement of the contract year in the parties' agreement provided the Association files for mediation prior to the expiration date of the Agreement.

(f) Conduct of Hearings: The parties agree that all arbitration hearings shall be conducted as follows:

(1) hearings shall be held at a mutually agreed location with rental costs, if any, split equally between the parties;

(2) the hearings shall begin within thirty (30) calendar days of the notification from the AAA that the arbitrator selected has accepted the appointment to serve as the neutral arbitrator. The parties by written mutual agreement may agree to delay the date of the first hearing for a period of up to ninety (90) days. The hearings shall be scheduled on mutually agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within thirty (30) calendar days of the date of the first hearing;

(3) the party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative, within twenty-one (21) calendar days of the conclusion of the hearings or receipt of the transcript, whichever is later;

(4) the arbitrator's decision and award shall be issued in writing directly to each party's representative within thirty (30) days after the close of hearings or the submission of post-hearing briefs, whichever is later;

(5) a mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator, shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its own witnesses and representatives;

(6) the parties agree that any time limits, regardless of whether they are set forth in this Agreement, in the Act or in the Rules and Regulations of the ISLRB, may be extended by written mutual agreement.

(g) Remaining Provisions of Section 14:

Except as expressly provided in this Agreement, the parties agree that the provisions of Section 14 of the Act and the Rules and Regulations of the ISLRB shall govern the resolution of any bargaining impasses and any arbitration proceedings that may occur. To the extent there is any conflict between the provisions of this Agreement and Section 14 and/or the Rules and Regulations of the ISLRB, it is the parties' intent that the provisions of this Agreement shall prevail.

## **ARTICLE XXI - ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term except as specifically stated below. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of

that right and opportunity are set forth in this Agreement. This Agreement concludes collective bargaining between the parties for its term except for any impact or effects bargaining which may be requested by the Association or any mid-term bargaining over any subject or matter not referred to or covered by this Agreement that may be requested by the Village. The parties agree that the Village may temporarily implement changes pending the outcome of any impact or effects bargaining which may properly be requested by the Association. If agreement cannot be reached during such bargaining, then the impasse resolution procedures as set forth in Article XX, shall be utilized by the parties. Mediation, however, would be required only if mutually agreed to by the parties.

## ARTICLE XXII - TERM OF AGREEMENT

This Agreement shall remain in full force and effect until 11:59 p.m. on April 30, 2027. It shall continue in effect from year to year thereafter and be automatically renewed from year to year unless a notice to negotiate modification of this Agreement is given in writing by either party before January 1 prior to the anniversary date. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

In the event such notice to negotiate is given, the parties shall meet not later than fourteen (14) calendar days after the date of receipt of such notice, or at such reasonable times that are agreeable to both parties for the purpose of negotiation. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new agreement or part thereof between the parties.

Executed this 17<sup>th</sup> day of July, 2023.

**WHEELING FIREFIGHTERS  
ASSOCIATION**

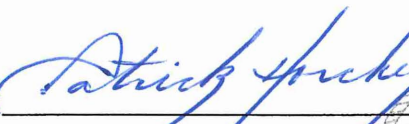
BY:  \_\_\_\_\_

Scott Smith, Association President

ATTEST:

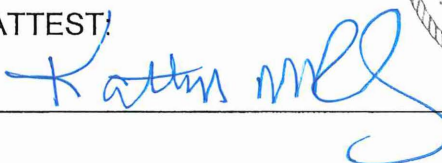
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**VILLAGE OF WHEELING**

BY:  \_\_\_\_\_

Patrick Horcher, Village President

ATTEST:

 \_\_\_\_\_





**APPENDIX A  
WHEELING FIRE DEPARTMENT  
SALARY SCHEDULE  
MAY 1, 2023 - APRIL 30, 2027**

**MAY 1, 2023 - APRIL 30, 2024**

<b>FIREFIGHTER</b>							
STEP 1	STEP 1A	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
\$66,796	\$72,421	\$79,457	\$83,876	\$92,692	\$97,311	\$102,322	
<b>FIREFIGHTER/PARAMEDIC</b>							
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6		
\$79,821	\$88,559	\$93,474	\$103,300	\$108,459	\$114,009		
<b>LIEUTENANT</b>							
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
\$93,992	\$99,631	\$105,483	\$111,686	\$118,247	\$125,212	\$133,014	

**MAY 1, 2024 - APRIL 30, 2025**

<b>FIREFIGHTER</b>							
STEP 1	STEP 1A	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
\$69,133	\$74,955	\$82,238	\$86,812	\$95,936	\$100,717	\$105,903	
<b>FIREFIGHTER/PARAMEDIC</b>							
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6		
\$82,614	\$91,658	\$96,746	\$106,915	\$112,255	\$117,999		
<b>LIEUTENANT</b>							
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
\$97,281	\$103,118	\$109,175	\$115,595	\$122,386	\$129,595	\$137,669	

**MAY 1, 2025 - APRIL 30, 2026**

<b>FIREFIGHTER</b>							
STEP 1	STEP 1A	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
\$71,207	\$77,204	\$84,705	\$89,416	\$98,814	\$103,738	\$109,080	
<b>FIREFIGHTER/PARAMEDIC</b>							
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6		
\$85,093	\$94,408	\$99,648	\$110,122	\$115,623	\$121,539		
<b>LIEUTENANT</b>							
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
\$100,200	\$106,212	\$112,450	\$119,062	\$126,057	\$133,483	\$141,799	

**MAY 1, 2026 - APRIL 30, 2027**

<b>FIREFIGHTER</b>							
STEP 1	STEP 1A	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
\$73,344	\$79,520	\$87,246	\$92,099	\$101,778	\$106,851	\$112,353	
<b>FIREFIGHTER/PARAMEDIC</b>							
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6		
\$87,645	\$97,240	\$102,638	\$113,426	\$119,091	\$125,185		
<b>LIEUTENANT</b>							
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
\$103,206	\$109,398	\$115,824	\$122,634	\$129,839	\$137,487	\$146,053	

(NOTE 1: FIREFIGHTERS SHALL BE ELIGIBLE FOR STEP 1A SALARY INCREASES UPON APPROVAL OF THE FIRE CHIEF OR POSSESSION/RECEIPT OF STATE OF ILLINOIS BASIC FIREFIGHTER CERTIFICATION)

(NOTE 2: LIEUTENANTS WHO MAINTAIN THE STATUS OF PARAMEDIC SHALL RECEIVE ADDITIONAL PAYMENTS ON THE BASIS OF TWO THOUSAND DOLLARS (\$2,000.00) PER YEAR WHICH SHALL BE ADDED TO THEIR SALARY AND PAID OVER TWENTY-SIX (26) PAY PERIODS. PAYMENTS SHALL BE ADJUSTED FOR ANY TIME SAID PARAMEDIC STATUS IS NOT MAINTAINED)



## APPENDIX B

### TRAVEL REGULATIONS

Travel can play an important role in the Village's efforts to provide superior and responsive governmental services to the residents of Wheeling. When conducting business on behalf of the Village, employees are expected to use good quality services and accommodations appropriate for the business to be conducted. Good judgment and ethical practices on the part of each traveler remain the most important factors in controlling travel expenses.

Control of travel authorization is the responsibility of each department head. Travel authorization is a two-part process including: 1) approval of all travel in advance; and 2) expense reporting following completion of the trip. Approval of travel expense forms is more than a formality. It indicates that expenses submitted have been reviewed and have been found to comply with Village regulations regarding travel and authorized business expenses.

All Village personnel traveling or incurring business expenses on behalf of the Village, and those responsible for the approval of these expenses, are expected to use these measures to assist in maintaining control over travel expenditures. The policies detailed here apply to all funds under Village control and are superseded only in those instances where funding agencies apply specific and more restrictive rules and rates.

#### **1. Travel Authorization**

It is Village policy that all travel requiring an overnight stay must be approved in advance by the employee's Department Head, the Director of Finance & Administrative Services and Village Manager. This applies to all travel of this nature even in instances where the travel has been budgeted or a travel advance is not requested. Requests for travel authorization shall be submitted using the Village's travel authorization form (see Exhibit 1.)

#### **2. Travel Arrangements**

To reduce travel costs, Village employees are encouraged to seek the assistance of a travel agent or an Internet website when purchasing air travel and reserving cars and hotel rooms. Whenever possible, travel should be arranged using the least expensive means possible. Employees should use good judgment when determining logical routes for arriving at the intended destination.

#### **3. Air Travel**

Employees are required to request flights according to approximate arrival and departure time, rather than by specific carrier or flight number, in order to obtain the lowest available fare with logical routing for all trips. In general, lowest available fare is defined as the least costly fare available at the time of ticketing, and may include one stopover or connecting flight. (This is not intended to limit travelers who may wish to arrange airfare using more than one stopover or connecting flight as savings and time permits.) In order to take advantage of available discounted fares, travelers are requested to make reasonable adjustments in their travel plans.

Employees should make air travel arrangements as far in advance as possible to take advantage of special fare savings. Travelers should be aware that some discounts have travel restrictions and cancellation penalties, and therefore good business judgment should be exercised. All air travel at Village expense must be by coach.

#### **4. Ground Transportation**

It is expected that employees use the most effective ground transportation available, considering cost, time, availability and scheduling. The cost of public transportation, including tips, is reimbursable with a receipt unless one cannot be obtained.

##### **a. Village Owned Vehicles**

Village owned vehicles shall be used to travel to destinations of up to 200 miles from Wheeling, unless another form of travel is less expensive or more practical. Special approval for longer trips may be granted by the Director of Finance & Administrative Services if there will be more than one employee making the trip or for some other practical reason.

##### **b. Taxi and Airport Transportation**

Whenever practical, airport or hotel ground transportation should be the preferred method of transportation to hotels or meeting sites. Taxis may be used as necessary taking into consideration the cost of other means of transportation. A receipt is required for reimbursement of these expenses.

##### **c. Rental Passenger Automobiles**

Rental automobiles may be used as necessary but must be approved in advance by the Department Head, Director of Finance & Administrative Services and Village Manager. Receipts are required for reimbursement of all expenses related to rental automobile use. Arrangements for rental automobiles should be made through a travel agent or Internet website whenever possible.

##### **d. Personal Vehicles**

Expenses of travel by automobile are reimbursable at the IRS authorized rate in effect at the time the travel takes place. The mileage reimbursement allowance covers all automobile related costs; gasoline, insurance, maintenance, etc. Toll charges and parking are reimbursable in addition to mileage allowance. The total personal automobile expenses shall not exceed the lowest available airfare.

Employees using personal vehicles on Village business must have adequate automobile insurance in compliance with State law.

#### **5. Meals**

##### **a. Travel Requiring An Overnight Stay:**

Employees engaged in travel necessitating an overnight stay will receive a per diem meal allowance. The per diem amount shall be equal to the Internal Revenue Service's Standard Meal Allowance rate (updated every October) for Chicago, Illinois (regardless of the city to which the employee travels). The applicable rate shall be the rate in effect at the time of

travel (e.g. \$51 per day as of October 2004). The per diem amount shall include tax and tip. Receipts for meals are **not** required. Any costs exceeding the per diem amount are the responsibility of the employee. Employees are not required to reimburse the village for per diem funds not spent unless the trip is shorter than originally anticipated or canceled altogether.

Note: Employees will receive a pro-rated per diem stipend for partial days traveled. For example, an employee returning from a trip in the morning following breakfast would receive 1/3 of the per diem amount for the day rounded to the nearest dollar.

**b. Attendance at In-State Seminars or Conferences Not Requiring an Overnight Stay:**

The per diem meal allowance shall also apply to employees attending in-state seminars and conferences not requiring an overnight stay. In either event, employees will receive a pro-rated per diem allowance for meals not included in the registration costs. Employees shall receive one-third (1/3) of the IRS's Standard Meal Allowance (rounded to the nearest dollar) in effect at the time of travel for each meal not provided by the seminar or conference. Employees may request funds for these meals by submitting a petty cash reimbursement request with a copy of the seminar or conference registration form. Petty cash forms shall be signed by the employee's Department Head or his or her designee. Receipts for meals are **not** required.

**6. Hotels**

Employees are expected to use reasonably priced lodging. When making reservations or registering, the employee shall ask for and use the government or corporate rate. Whenever practical, hotels reservations should be made using a travel agent or Internet website. Otherwise, good judgment should be used in selecting hotels which provide comfortable lodging at reasonable prices.

Reimbursement for lodging shall be limited to the minimum number of nights required to conduct the assigned Village business. If a conference, for example, begins on Sunday morning and ends Thursday at noon, reimbursement for Saturday night through Wednesday night would be allowed. If an employee chooses to arrive earlier or stay later, the additional lodging and other expenses are his or her personal expense. However, if staying an extra night (e.g. Saturday) will result in an airfare discount in excess of the additional total expenses to be incurred, these expenses will be reimbursable.

**7. Telephone Calls (personal and work related)**

The Village recognizes that it may be necessary for employees traveling on Village business to check in with family members or work from time to time. Placing long distance calls using hotel phones is often prohibitively expensive. To avoid these high costs, the Village will provide employees traveling for the Village with a pre-paid phone card to use while on the trip. Phone cards may be obtained from the Finance Department and do not have to be returned following completion of the trip. The cost of personal calls placed from the employee's hotel room shall be the employee's responsibility.

## **8. Accompaniment by an Immediate Family Member**

The Village will not reimburse employees for travel costs of immediate family members traveling with employees on official Village business. If a family member accompanies the employee for personal reasons, only those costs related to the employee's travel will be reimbursed.

## **9. Combined Business/Personal Travel**

Whenever an employee, for his/her convenience, travels by an indirect route or interrupts Village travel for personal travel, the additional expenses related to the personal travel are the responsibility of the employee.

## **10. Non-Allowable Expenses**

The Village's policy is to reimburse its employees for all reasonable and necessary expenses incurred while transacting the affairs of the Village. However, there are specific types of expenses that are considered personal, and are therefore not reimbursable. These include but are not limited to:

- 1) Cleaning, pressing, and laundry;
- 2) Personal entertainment including movies, videos or pay per view services in a hotel room;
- 3) Airline and other trip insurance;
- 4) Beautician, barber, manicurist and shoe shine;
- 5) Repairs on personal automobiles damaged while on company business;
- 6) Traffic violations and court costs;
- 7) Membership fees in airline clubs.
- 8) Alcohol or drugs of any kind.

Unless otherwise addressed by this policy, the Director of Finance & Administrative Services shall have the authority to decide questions regarding whether or not a particular expense is reimbursable.

## **11. Approved Forms of Payment**

The Village prefers that reservations booked through travel agencies be paid by issuing a purchase order to the travel agent. Payment will be made, in accordance with the Village's accounts payable schedule, after a copy of the confirmation statement has been submitted to the Finance Department and payment has been authorized. Payment will not be made unless the Director of Finance & Administrative Services and Village Manager have approved a travel authorization form.

Employees that have Village issued credit cards, or who wish to use a personal credit card, may use one to pay for travel related expenses. However, employees shall still be responsible for obtaining receipts and submitting a completed travel expense report to the Finance Department when the travel has been completed.

## **12. Advances**

Travel advances may be issued to employees to cover travel expenses that cannot be arranged through a travel agent. The advance will be established at an amount that is reasonable. All travel advances are issued and maintained subject to timely reporting of all travel expenses. A travel advance will be issued upon receipt of a completed travel authorization form containing the following information:

- 1) Name, title and department of employee receiving the travel advance;
- 2) Account number to which the expenses will be charged;
- 3) Purpose of the trip;
- 4) Destination;
- 5) Beginning and ending dates of the trip;
- 6) Estimate of all expenses including transportation, lodging, meals, registration and miscellaneous expenses including items paid directly;

Advance requests require the signature of the applicable Department Head, Director of Finance & Administrative Services and Village Manager. Travel advance forms must be completed and submitted to the Accounts Payable Clerk at least two (2) weeks before the date needed. The travel advance form must be filled out regardless of whether or not a travel advance is necessary. Employees are responsible for ensuring that the completed travel advance form is received by the Finance Department prior to the accounts payable deadline for the date the funds will be needed.

Travel advances must be settled within five (5) days after completion of the travel. A travel advance will not be issued if any prior advance is outstanding. Completed travel advance forms are to be forwarded to the Department of Finance & Administrative Services with all receipts attached. Any unused travel advance money must accompany this form.

## **13. Expense Reporting**

The travel expense form (see Exhibit 2) should be filled out in accordance with the instructions noted on the form. Travelers should provide as much detailed information of all expenses on the statement as possible including the cost of registration, books, meal allowances, hotel, airfare, etc. regardless of whether it was paid directly to a vendor (e.g. registration fees) or by credit card (e.g. hotel bill). Original receipts must be included except when it is impractical to do so or when specifically exempted by this policy (e.g. meals, cost of public transportation, tips, parking meters, etc.). A completed expense report, with a copy of the travel authorization

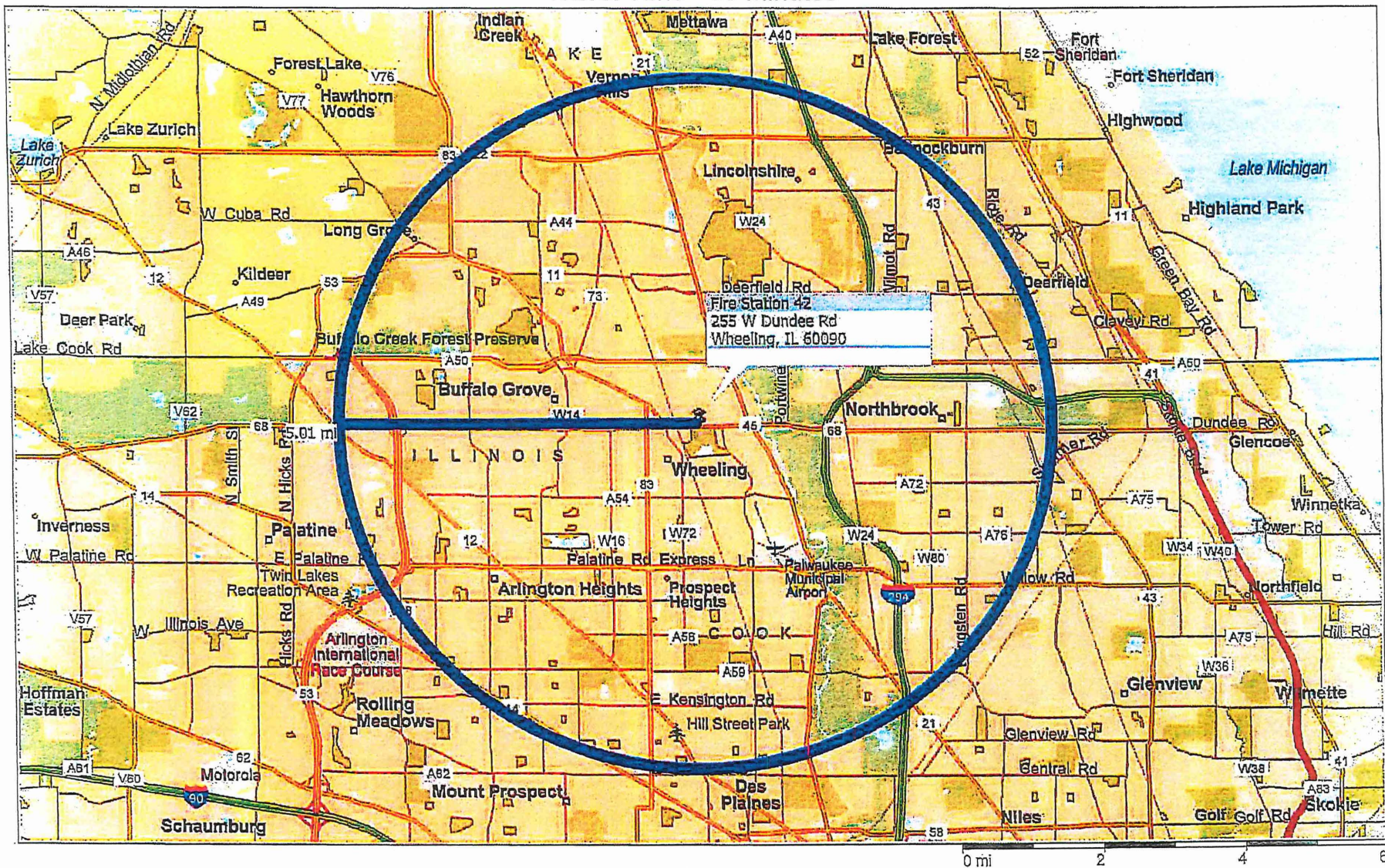
form, shall be submitted to the Finance Department within (5) five days following completion of the trip.

Employees may direct any questions regarding this policy to the Director of Finance & Administrative Services.

#### **14. Overtime Compensation for Travel**

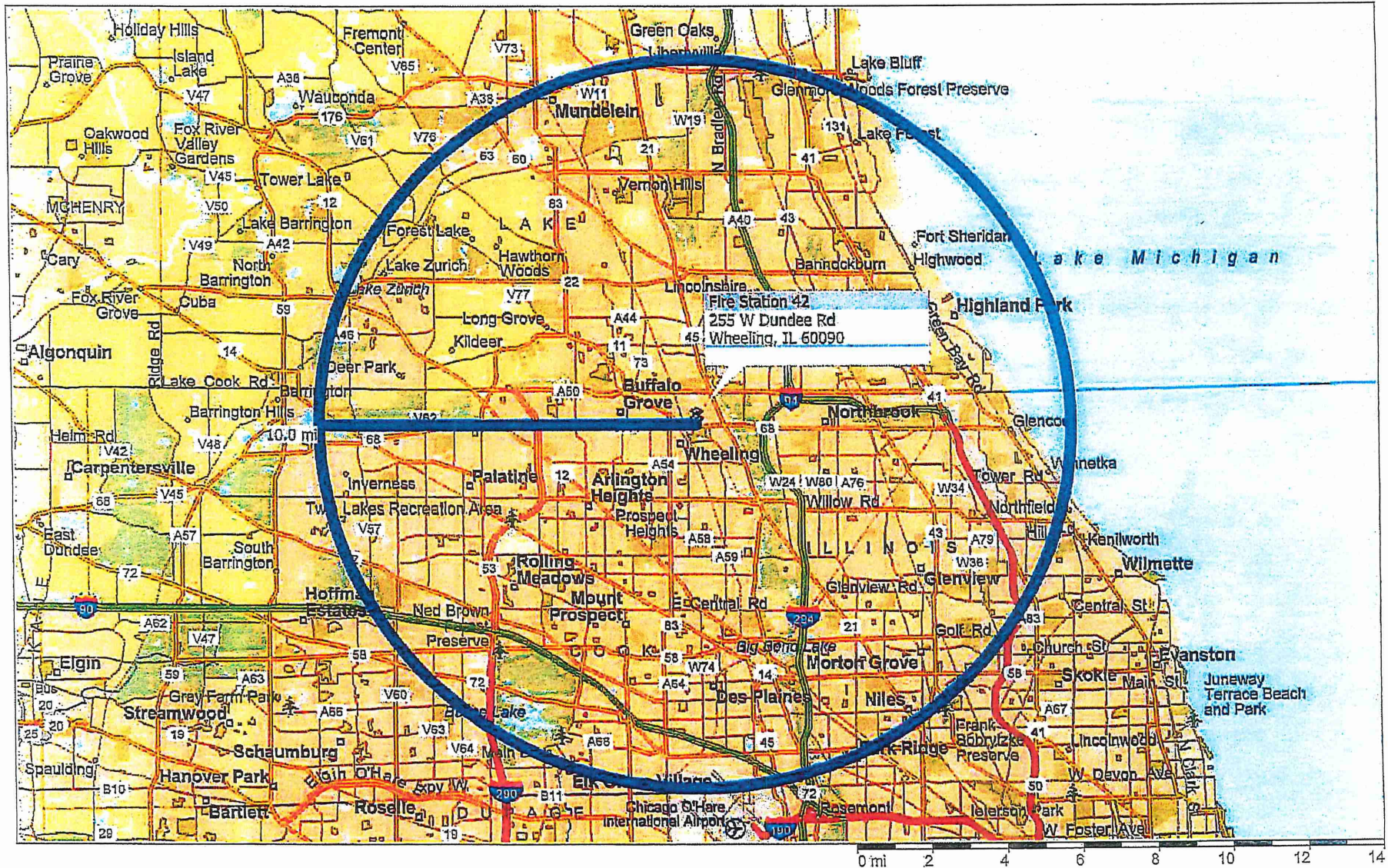
Travel time is provided in the Chicago metropolitan area for attending mandatory schooling/training, as well as associated mandatory functions (ex. state certification examinations). Travel is calculated based upon the following maps and is determined based upon the intended destination. Each ring or circle on the map represents 30 minutes (~5.0 linear miles) of compensated round trip travel time. As the destination becomes further from Fire Station 24, an additional 30 minutes (~5.0 linear miles) of round trip travel time is added to each ring or circle passed through. When the intended destination is beyond the travel limits shown on the map, the Fire Chief will determine what travel time is reasonable.

Travel Time - 30 Minutes

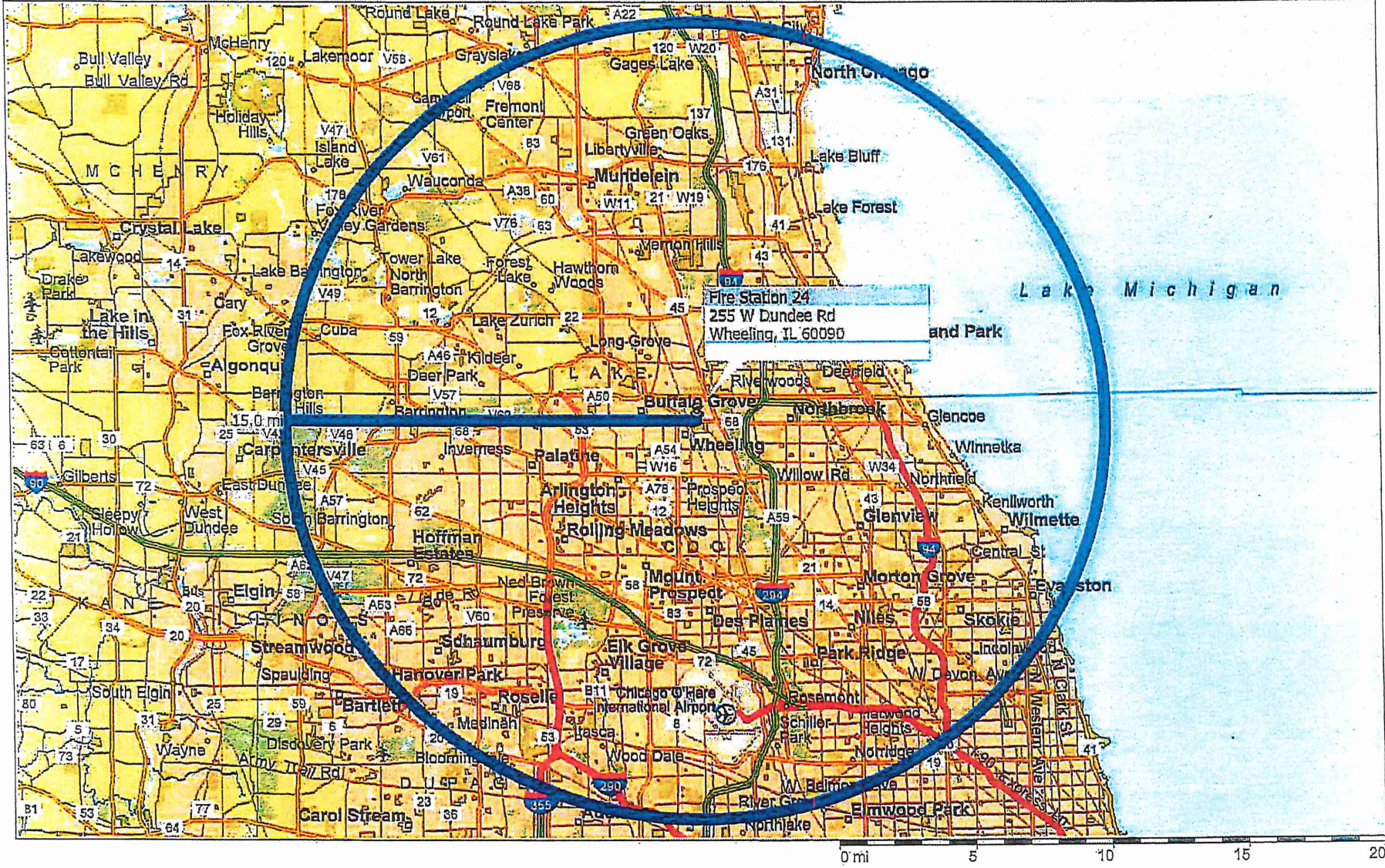


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# Travel Time - 60 Minutes

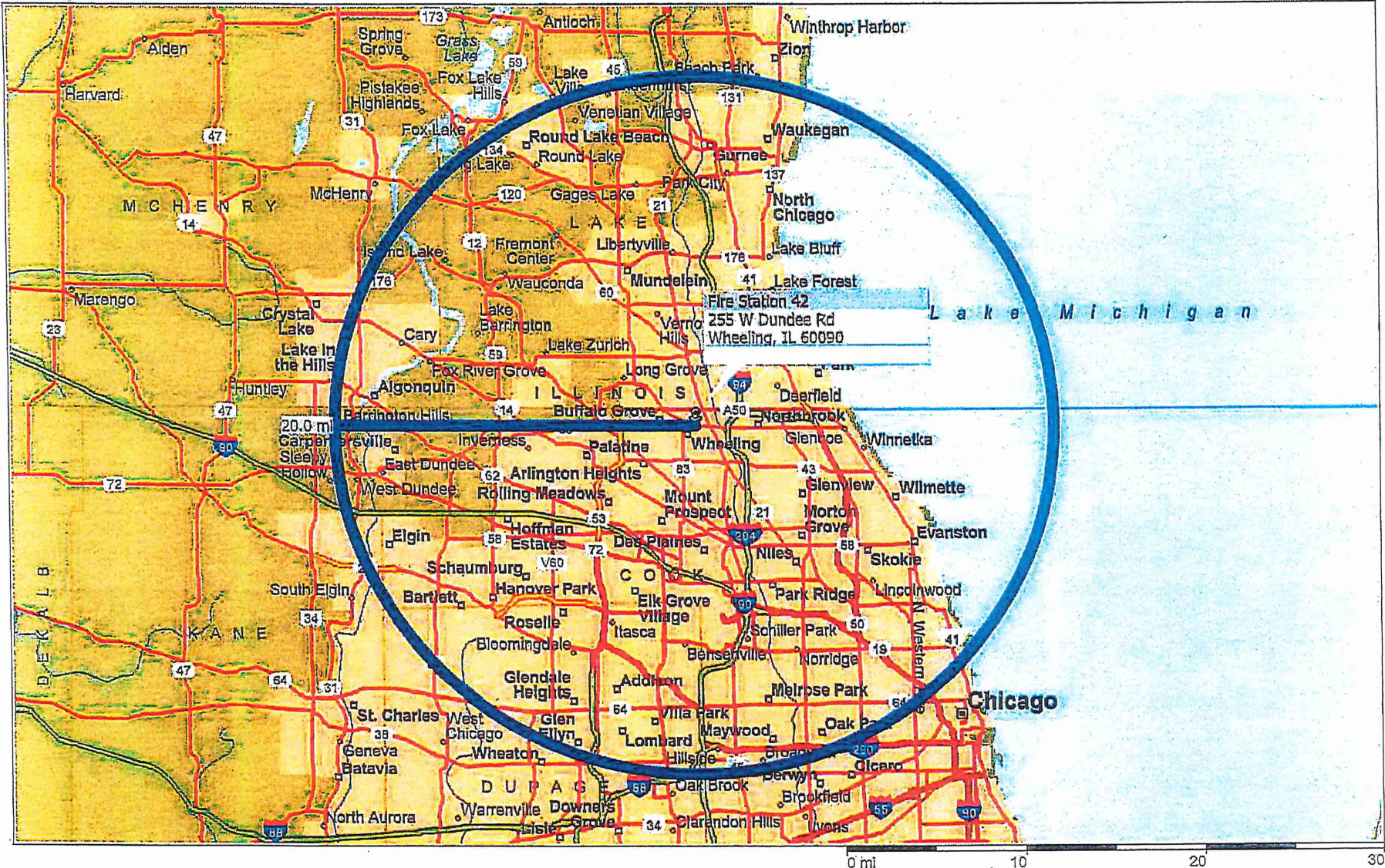


# Travel Time - 90 Minutes



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# Travel Time - 120 Minutes



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APPENDIX C

VACATION ACCRUAL SCHEDULE

<u>EMPLOYMENT DATE</u>	<u>FIRST VACATION ALLOWED</u>	<u>NUMBER OF DUTY DAYS ALLOWED</u>
JANUARY	AFTER APRIL 30 SAME YEAR	1
FEBRUARY	“ “ “ “	1
MARCH	“ “ “ “	0
APRIL	“ “ “ “	0
MAY	AFTER APRIL 30 FOLLOWING YEAR	5
JUNE	“ “ “ “ “	4
JULY	“ “ “ “ “	4
AUGUST	“ “ “ “ “	4
SEPTEMBER	“ “ “ “ “	3
OCTOBER	“ “ “ “ “	3
NOVEMBER	“ “ “ “ “	2
DECEMBER	“ “ “ “ “	2

After the above schedule, but  
Less than 3 years of employment ..... 5 duty days

At or over 3 years, but less than  
6 years of employment ..... 6 duty days

At or over 6 years, but less than  
12 years of employment ..... 8 duty days

At or over 12 years, but less than  
18 years of employment ..... 11 duty days

At or over 18 years of employment ..... 13 duty days

At or over 24 years of employment..... 14 duty days



**APPENDIX D**  
**SCHEDULE OF BENEFITS**

**Medical Coverage:**

**Maximum Lifetime Benefit**

- All Benefits Paid (per individual) . . . . . \$3,000,000.00 or the amount provided by applicable law, whichever is higher.

**Maximum Annual Out-of-Pocket Expense**

- Individual . . . . . \$1,500.00  
- Family . . . . . \$3,000.00

Out-of-pocket expense is the plan deductible and percentage of covered expenses that you or your covered dependent pays. If the individual out-of-pocket maximum is reached during a benefit period, the benefit percentage is 100% for covered expenses incurred by that person for the rest of the benefit period. If the family maximum is reached during a benefit period, the benefit percentage is 100% for you and all your covered dependents for the rest of that benefit period.

**Benefit Period** . . . . . Calendar Year

**Deductible**

- Individual . . . . . \$ 600.00  
- Family . . . . . \$1,200.00  
- Accumulation Period . . . . . 12 months

**Office Visit Co-Pay** . . . . . \$20  
(Effective 7/1/25, provided this applies to non-represented Village employees, as well)

**SCHEDULE OF BENEFITS**

<b>Benefit Percentage</b>	<b>Network</b>	<b>Non-Network</b>
- Hospital Expenses	90%	60%
- Surgery Expenses	90%	60%)
- Mental Health, Alcoholism and Chemical Dependency Treatment —		
- Inpatient expenses	90%	60%
- Outpatient expenses	90%	60%
- All Other Covered Expenses	90%	60%

**Newborns and Mothers Health Protection Act**

Group health plan issuers offering group health coverage generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section, or require that a provider obtain authorization from a plan issuer for prescribing a length of stay not in excess of the above. Stays beyond the mandated two day stay after normal vaginal delivery or four day stay after cesarean delivery are subject to the preauthorization requirements of the plan, if any.

**Covered Expenses:**

Covered expenses are limited per benefit period as shown below and subject to deductible and/or benefit percentages, if any.

Extended Care Facility Expenses

- Maximum number of days . . . . . 60

Hospice Care Expenses

- Maximum number of weeks . . . . . 26

Family Wellness Care

- Per Person (Preventative Care/No Deductible/Not Subject to Maximum Out of Pocket) . . . \$250.00 (Benefit Percentage: 100%)

Well Child Care

- Per Child (Preventative Care & Immunizations/No Deductible/Not Subject to Maximum Out of Pocket) . . . . \$250.00 (Benefit Percentage: 100%)

Vision Care

- Per Person (Preventative Care & Optical Devices/No Deductible/Not Subject to Maximum Out of Pocket) . . . \$200.00 (Benefit Percentage: 100%)

Prescription Card Program

- Prescription Co-Pay”
  - o \$10.00/\$20.00/\$35.00 – Pharmacy
  - o \$20.00/\$40.00/\$70.00 – Mail Order (3 month supply)No out-of-pocket maximum

All Other Covered Expenses . . . . . reasonable and customary charge

**Advanced Procedures (Transplants):**

**Procedures done at an Advanced Procedures DESIGNATED facility:**

Advanced Procedure Deductible

- Per transplant ..... regular plan deductible applies

Advanced Procedure Benefit Percentage

- All Advanced Procedure Expenses ..... 90%

**Procedures done at a NON-DESIGNATED facility:**

Advanced Procedure Deductible

- Per transplant ..... regular plan deductible applies

Advanced Procedure Benefit Percentage ..... same as any other surgery



APPENDIX E



AUTHORIZATION FOR CHECKOFF OF ASSOCIATION  
DUES AND ASSESSMENTS

I hereby authorize the Village of Wheeling to deduct from my pay the uniform dues and/or assessments in the amount certified to be current by an employee designated by the Wheeling Firefighters Association (IAFF; Local 3079) and remit said amounts to the Association.

I understand that this checkoff authorization cannot be canceled by me unless I give written notice to the Village and the Association between ninety (90) and forty-five (45) days prior to the expiration date of the contract.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



**MEMORANDUM OF UNDERSTANDING**  
**Between the Village of Wheeling and the Wheeling Firefighters Association**

**Sick Leave Usage for Paternity**

With the understanding that sick leave, when used for the illness or injury of a family member as defined in the Collective Bargaining Agreement, is intended for those instances when the illness or injury is of such severity that the employee is needed to remain home to care for the ill or injured family member, and in order to settle the Wheeling Firefighters Association's grievance concerning the use of sick leave for paternity, the Village of Wheeling and the Wheeling Firefighters Association hereby agree to establish the following policy concerning the use of sick leave for the fathers of newborn babies:

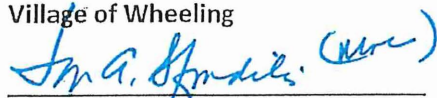
- Up to forty-eight (48) hours of an employee's available sick leave may be used within the first one hundred and forty-four (144) hours commencing on the day following the date the mother and baby are released from the hospital. It is also understood that absence from the schedule to be with the employee's spouse from labor through hospital release is also considered appropriate sick leave usage. The additional forty-eight (48) hours contemplated here is to apply for any normally scheduled shift time occurring during the first one hundred and forty-four (144) hours following hospital release.
- Employees who wish to remain at home beyond exhaustion of those initial sick leave hours may do so through the use of other available leaves (e.g. holiday, vacation, unpaid leave, duty trade), subject to all applicable limits set forth in the Collective Bargaining Agreement and the federal Family and Medical Leave Act (FMLA).
- The use of sick leave beyond that provided in this policy will only be considered in instances where the mother and/or baby requires care due to documented medical complications or an otherwise serious health condition not present, common, or usually anticipated as a result of a normal childbirth. Such documentation of the medical complications or serious health condition will include submission of additional Family and Medical Leave Act (FMLA) paperwork in accordance with the Village's Family and Medical Leave Act (FMLA) policy.

As is currently the practice, all such leave time will run concurrent with the Family and Medical Leave Act (FMLA). This policy states that approval of leave under the Family and Medical Leave Act (FMLA) may be denied, if, where the leave is foreseeable, the employee does not provide the Fire Department and the Village of Wheeling at least thirty (30) days advance notice of his/her intent to take said leave.

The grievance dated April 11, 2017 and filed on behalf of FF/PM Shewfelt concerning Contract Violation Article V is hereby permanently withdrawn by the Wheeling Firefighters Association, and three (3) days of holiday time used in 2017 shall be converted to sick leave for FF/PM Shewfelt.

AGREED:

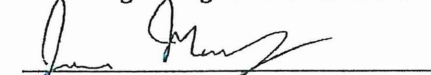
Village of Wheeling

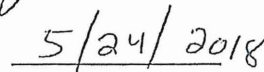


Jon Sfondilis, Village Manager

  
Date

Wheeling Firefighters Association

  
Jason Macauley, President

  
Date



**Side Letter of Agreement between the Village of Wheeling and Wheeling  
Firefighters Association (IAFF; Local 3079) concerning voluntary participation in a  
Village-wide Wellness Program**

The parties agree that sworn Firefighters, Firefighter/Paramedics and Fire Lieutenants may participate in a Village-wide wellness program, as the same may be adopted, modified or discontinued by the Village. Such participation shall be voluntary.

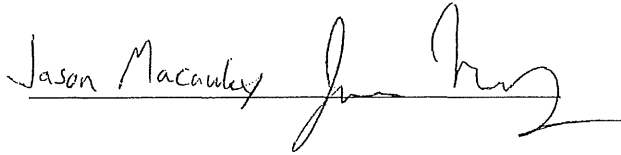
For the Village:



3.17.2020

Date

For the Wheeling Firefighters Association (IAFF; Local 3079):



3/15/2020

Date



**MEMORANDUM OF UNDERSTANDING**  
**Between the Village of Wheeling and the Wheeling Firefighters Association**

**Firefighter III/Advanced Firefighter Certification Error Correction**

In order to correct an error in implementation of Section 14.1 "Firefighter III/Advanced Firefighter Certification" brought to the attention of the Village by the Wheeling Firefighters Association Board, the Village of Wheeling and the Wheeling Firefighters Association hereby agree as follows:

1. That the language contained in Section 14.1 "Firefighter III/Advanced Firefighter Certification" which states that "[a]ll employees shall, as a condition of eligibility for a merit step increase to step six (6) of the salary schedule, become certified as a Firefighter III or as an Advanced Firefighter in accordance with the Illinois Personnel Standards, provided that all training and prerequisites required for challenging the Illinois Personnel Standards Firefighter III or Advanced Firefighter Test will be given to the employee by the Village within three (3) years of their date of hire..." means that an employee cannot move from Step 5 to Step 6 of the Firefighter/Paramedic step schedule unless they have achieved that certification prior to the date on which they would otherwise move to Step 6.
2. That the established past practice of the parties has been consistent with Paragraph 1, above, until two recent errors were made in the last 12 months, as described below
3. That a recent error in the implementation of the above provision was made with respect to Firefighter/Paramedic Travis Small when he was immediately moved from Step 4 to Step 6 on May 12, 2021 upon achieving his Advanced Firefighter Certification, and that, instead, he should have remained at Step 4 until his anniversary date on January 15, 2022 when he should then have been moved to Step 5 where he should remain until his anniversary date of January 15, 2023 when he would be eligible to move to Step 6.
4. That an error in implementation was made with respect to Firefighter/Paramedic Frank Urbanus when he was immediately moved from Step 4 to Step 6 on April 12, 2021 upon achieving his Advanced Firefighter Certification, and that, instead, he should have remained at Step 4 until his anniversary date on March 26, 2022 when he is eligible to move to Step 5 and remain at that step until his anniversary date of March 26, 2023 when he would be eligible to move to Step 6.
5. That, in order to correct the errors in implementation, Firefighter/Paramedic Travis Small be immediately moved from Step 6 to Step 5 (his correct step as of January 15, 2022), and that Firefighter/Paramedic Frank Urbanus be immediately moved from Step 6 to Step 4 (his correct step as of March 26, 2021).
6. That on a non-precedential basis, the Village agrees to forego any attempt at recovering the overpayments made to Firefighter/Paramedic Travis Small (\$8,887.53) or to Firefighter/Paramedic Frank Urbanus (\$10,645.96), in light of the error in implementation that was brought to the attention of the Village by the Wheeling Firefighters Association Board.
7. That the parties agree that the status quo regarding Section 14.1 is not changed as a result of this mutual agreement to correct the above errors.

**AGREED:**

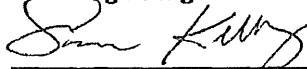
Village of Wheeling

  
\_\_\_\_\_  
Tom Sfendilis, Village Manager

02-01-22

Date

Wheeling Firefighters Association

  
\_\_\_\_\_  
Sean Kelly, WFA President

02-01-22

Date