

**WAUKEGAN FIRE DEPARTMENT**

**AGREEMENT BETWEEN THE CITY OF  
WAUKEGAN, ILLINOIS AND INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS LOCAL #473**

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MARCH 1, 2015 THRU APRIL 30, 2018

**ARTICLE I RECOGNITION**

Section 1.1 RECOGNITION..... 10  
Section 1.2 PROBATIONARY PERIOD ..... 10  
Section 1.3 FAIR REPRESENTATION ..... 10  
Section 1.4 NEW EMPLOYEE BRIEFING ..... 10  
Section 1.5 FAIR SHARE..... 10  
Section 1.6 INDEMNIFICATION ..... 11  
Section 1.7 NOTICE OF OFFICER..... 11  
Section 1.8 GENDER..... 11  
Section 1.9 RETREAT RIGHTS..... 11

**ARTICLE II COMMITTEES**

Section 2.1 LABOR-MANAGEMENT COMMITTEE ESTABLISHED..... 12  
Section 2.2 LABOR-MANAGEMENT COMMITTEE MEETINGS ..... 12  
Section 2.3 GAIN SHARING COMMITTEE ..... 12  
Section 2.4 HEALTH & SAFETY COMMITTEE ..... 13  
Section 2.5 POST EMPLOYMENT HEALTH COMMITTEE..... 13

**ARTICLE III HOURS OF WORK AND OVERTIME**

Section 3.1 FIRE SUPPRESSION EMPLOYEES' NORMAL WORK SCHEDULE ..... 14  
Section 3.2 KELLY DAYS..... 14  
Section 3.3 REQUEST FOR KELLY DAYS ..... 14  
Section 3.4 OVERTIME: TWENTY-FOUR (24) HOUR SHIFT EMPLOYEES ..... 14  
Section 3.5 HOURLY RATE OF PAY: 24-HOUR SHIFT EMPLOYEES..... 14  
Section 3.6 NON-FIRE SUPPRESSION EMPLOYEES NORMAL WORK SCHEDULE ..... 15  
Section 3.7 HIREBACK ..... 15  
Section 3.8 EARLY CALL IN..... 16  
Section 3.9 EMERGENCY HOLD OVERS..... 17  
Section 3.10 NO PYRAMIDING..... 17  
Section 3.11 LIMITATIONS ..... 17  
Section 3.12 INSTRUCTOR PAY ..... 17  
Section 3.13 APARATUS/EQUIPMENT MANNING ..... 18

Section 3.14 ON CALL PAY.....17  
Section 3.15 NON\_EMERGENCY CALL-BACK PAY.....17

**ARTICLE IV MANAGEMENT RIGHTS**

Section 4.1 MANAGEMENT RIGHTS.....19  
Section 4.2 RULES AND REGULATIONS.....19  
Section 4.3 DISCIPLINARY INVESTIGATION.....19

**ARTICLE V GRIEVANCE PROCEDURE**

Section 5.1 DEFINITION AND PROCEDURE ..... 21  
Section 5.2 SUSPENSIONS, DEMOTIONS, TERMINATIONS ..... 23  
Section 5.3 PROBATIONARY EMPLOYEES ..... 24  
Section 5.4 TIME LIMIT FOR FILING ..... 24  
Section 5.5 TIME OFF..... 24

**ARTICLE VI MIMINUM CALL-BACK PAY**.....25

**ARTICLE VII DUES CHECK-OFF**

Section 7.1 DUES CHECK-OFF ..... 26  
Section 7.2 RELIGIOUS OBJECTION ..... 26  
Section 7.3 UNION INDEMNIFICATION ..... 27

**ARTICLE VIII WAGES**

Section 8.1 WAGE SCHEDULE ..... 28  
Section 8.2 PENSION PICK-UP..... 28  
Section 8.3 BASE PAY..... 28  
Section 8.4 STEP ADJUSTMENTS ..... 28  
Section 8.5 LONGEVITY ..... 17

**ARTICLE IX NO STRIKE/NO LOCKOUT**

Section 9.1 NO STRIKE ..... 30  
Section 9.2 PENALTY ..... 30

Section 9.3 NO LOCKOUT .....	30
Section 9.4 UNION OFFICIAL RESPONSIBILITY .....	30

**ARTICLE X VACATIONS**

Section 10.1 FORTY HOUR SHIFT EMPLOYEES .....	31
Section 10.2 TWENTY-FOUR SHIFT EMPLOYEES .....	31
Section 10.3 VACATION ASSIGNMENT .....	32
Section 10.4 ACCUMULATION.....	32
Section 10.5 VACATION PICKS.....	32

**ARTICLE XI HOLIDAY & PERSONAL DAYS**

Section 11.1 DESIGNATION OF HOLIDAYS.....	33
Section 11.2 ELIGIBILITY REQUIREMENTS .....	33
Section 11.3 FLOATING HOLIDAYS (Personal Days) .....	33
Section 11.4 USE OF FLOATING HOLIDAYS .....	34
Section 11.5 HOLIDAY DURING VACATION .....	34
Section 11.6 PAY FOR HOLIDAY WORK.....	34

**ARTICLE XII WORKING OUT OF CLASSIFICATION**

Section 12.1 PAY FOR WORK OUT OF CLASSIFICATION .....	35
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**ARTICLE XIII SICK LEAVE**

Section 13.1 SICK LEAVE ACCRUAL.....	36
Section 13.2 USAGE.....	36
Section 13.3 DOCTOR'S REPORT.....	36
Section 13.4 ABUSE OF SICK LEAVE.....	37
Section 13.5 ACCUMULATION .....	38

**ARTICLE XIV COMPASSIONATE LEAVE\**

Section 14.1 ACCESS TO COMPASSIONATE LEAVE .....	39
Section 14.2 GRANDPARENTS AND GRANDCHILDREN .....	39

**ARTICLE XV TRAINING**

Section 15.1 GENERAL POLICY ..... 40  
Section 15.2 ACCESS..... 40  
Section 15.3 CITY PAYMENT FOR TRAINING COURSES..... 41  
Section 15.4 APPRENTICESHIP PROGRAM ..... 42

**ARTICLE XVI LEAVES OF ABSENCE**

Section 16.1 GENERAL LEAVE OF ABSENCE ..... 43  
Section 16.2 LEAVE FOR ILLNESS, INJURY OR PREGNANCY ..... 43  
Section 16.3 INJURY ON THE JOB (IOD) OR OCCUPATIONAL DISEASE LEAVE ..... 44  
Section 16.4 NON DUTY RELATED INJURY OR ILLNESS..... 46

**ARTICLE XVII INSURANCE**

Section 17.1 COMPREHENSIVE MAJOR MEDICAL PLAN ..... 47  
Section 17.2 PREFERRED PROVIDER ORGANIZATION (PPO) ..... 47  
Section 17.3 PRESCRIPTION BENEFITS ..... 47  
Section 17.4 PREMIUM ALLOCATION..... 48  
Section 17.5 COST CONTAINMENT ..... 48  
Section 17.6 SECOND OPINION..... 48  
Section 17.7 TERMS OF INSURANCE POLICIES TO GOVERN ..... 48  
Section 17.8 LIFE INSURANCE..... 49  
Section 17.9 POLICY CHANGE..... 49  
Section 17.10 SPECIAL TEAMS INSURANCE ..... 49  
Section 17.11 BUYOUT ..... 49

**ARTICLE XVIII PHYSICAL FITNESS**

Section 18.1 MEDICAL EXAMINATIONS ..... 50  
Section 18.2 WELLNESS PROGRAM ..... 50  
Section 18.3 SPIROMETRY TESTS..... 50  
Section 18.4 HEPATITIS B VIRUS INOCULATIONS ..... 50  
Section 18.5 COMMUNICABLE DISEASES ..... 51

**ARTICLE XIX UNIFORM ALLOWANCE**

Section 19.1 GENERAL ISSUE ..... 52  
Section 19.2 AMOUNT OF ALLOWANCE ..... 52  
Section 19.3 TURN OUT GEAR ..... 52  
Section 19.4 CARE OF EQUIPMENT ..... 53

**ARTICLE XX TRANSFERS, DUTY TRADES AND JOB DUTIES**

Section 20.1 JOB OPENINGS ..... 54  
Section 20.2 TRANSFER OF SHIFTS ..... 54  
Section 20.3 REGULAR DUTY TRADES ..... 54  
Section 20.4 JOB DUTIES ..... 55  
Section 20.5 PERFORMANCE EVALUATION ..... 55  
Section 20.6 STATION ASSIGNMENTS ..... 56  
Section 20.7 FIREFIGHTER/PARAMEDIC STAFFING ..... 57  
Section 20.8 LIEUTENANT/CAPTAIN PARAMEDIC STAFFING ..... 58

**ARTICLE XXI DRUG TESTING**

Section 21.1 POLICY ..... 59  
Section 21.2 PROHIBITIONS ..... 59  
Section 21.3 EMPLOYEE TESTING ..... 59  
Section 21.4 URINE COLLECTION ..... 60  
Section 21.5 TESTING PROCEDURES ..... 60  
Section 21.6 ALCOHOL ..... 62  
Section 21.7 RANDOM TESTING ..... 62  
Section 21.8 EMPLOYEE DISCIPLINE AND FOLLOW UP TREATMENT ..... 62  
Section 21.9 PAYMENT FOR TESTING ..... 63  
Section 21.10 CHEMICAL DEPENDENCY PROGRAM ..... 63  
Section 21.11 RIGHT OF APPEAL ..... 63  
Section 21.12 DUTY ASSIGNMENT AFTER TREATMENT ..... 63  
Section 21.13 CONFLICT WITH OTHER LAWS ..... 63

**ARTICLE XXII OUTSIDE EMPLOYMENT**

Section 22.1 OUTSIDE EMPLOYMENT ..... 64  
Section 22.2 LEAVE FOR UNION PRESIDENT ..... 65

**ARTICLE XXIII PERSONNEL FILES**

Section 23.1 INSPECTIONS ..... 66  
Section 23.2 REJOINER ..... 66

**ARTICLE XXIV SOLICITATION**

Section 24.1 SOLICITATION ..... 67

**ARTICLE XXV RESIDENCY**

Section 25.1 RESIDENCY ..... 68

**ARTICLE XXVI PROMOTIONS**

Section 26.1 GENERAL ..... 69  
Section 26.2 VACANCIES ..... 69  
Section 26.3 ELIGIBILITY ..... 70  
Section 26.4 WEIGHT OF FACTORS ..... 70  
Section 26.5 FACTORS ..... 71  
Section 26.6 ORDER OF SELECTION ..... 76  
Section 26.7 DURATION ..... 77  
Section 26.8 WAIVER ..... 77  
Section 26.9 RIGHT TO REVIEW ..... 77  
Section 26.10 NON-WAIVER ..... 78

**ARTICLE XXVII SENIORITY**

Section 27.1 SENIORITY DEFINED ..... 79  
Section 27.2 SUSPENSION OF SENIORITY ..... 79  
Section 27.3 TERMINATION OF SENIORITY ..... 80  
Section 27.4 SENIORITY LIST ..... 80  
Section 27.5 APPLICATION OF SENIORITY ..... 80

Section 27.6 LAYOFF & RECALL..... 81

**ARTICLE XXVIII REOPENER**..... 82

**ARTICLE XXIX SAVING CLAUSE**..... 82

**ARTICLE XXX ENTIRE AGREEMENT**..... 82

**ARTICLE XXXI TERMINATION**

Section 31.1 TERMINATION IN 2015 ..... 83

SIGNATURE PAGE..... 84

APPENDIX A WAGE SCHEDULE FIREFIGHTERS/FIREFIGHTER-PARAMEDICS ..... 85

APPENDIX B WAGE SCHEDULE FIRE LIEUTENANTS/CAPTAINS ..... 86

APPENDIX C WELLNESS PROGRAM ..... 87

APPENDIX D WORKSHEET PEER REVIEW ..... 88

## **P R E A M B L E**

This Agreement is entered into by and between the City of Waukegan, hereinafter referred to as Employer, and Local #473, International Association of Fire Fighters, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, hours and other conditions of employment.

**ARTICLE I**  
**RECOGNITION**

**SECTION 1.1 RECOGNITION.** The City recognizes the Union as the sole and exclusive collective bargaining representative for, and this Agreement shall apply only to, all full-time employees of the Waukegan Fire Department with the rank of Firefighter, Firefighter/Paramedic (hereinafter referred to as firefighters), Fire Lieutenant and Fire Captain, excluding the appointed positions of Bureau Chief or Battalion Chief as supervisory employees under the Act.

**SECTION 1.2 PROBATIONARY PERIOD.** The probationary period shall be twelve (12) months in duration. Time absent from duty or not served for any reason, excluding individual sick days, shall not apply toward satisfaction of the probationary period. The probationary period may be extended by the City for a firefighter who is required as a condition of employment to be a certified Paramedic; during the period of such extension the sole reason that the firefighter may be discharged without a hearing is for failing to meet the requirements for Paramedic certification.

**SECTION 1.3 FAIR REPRESENTATION.** The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members or supporters of the Union. . The parties further acknowledge that in exercising such duty, Section 6 (d) of the IPLRA provides that the Union retains the "...right to exercise its discretion to refuse to process grievance of employees that are unmeritorious."

**SECTION 1.4 NEW EMPLOYEE BRIEFING.** Three (3) Union representatives at the Union's discretion shall be given the opportunity to present their own program to explain to each employee what the Union has to offer members for thirty (30) minutes at a reasonable time in the schedule, as determined by the Fire Chief.

**SECTION 1.5 FAIR SHARE.** During the term of this Agreement Firefighters, Firefighter/Paramedics, Lieutenants, and Captains who are not members of the Union shall, commencing thirty (30) days after the ratification of this Agreement pay a Fair Share Fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the Firefighters,

Firefighter/Paramedics, Lieutenants, and captains covered by this Agreement. Such fair share fee shall be deducted by the City from the earnings of non-members and remitted to the Union each month. The Union shall annually submit to the City a list of the Firefighters, Firefighter/Paramedics, Lieutenants, and Captains covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee.

**SECTION 1.6 INDEMNIFICATION.** The Union agrees to defend, indemnify and save the City harmless against any and all claims, demands, suits or other forms of liabilities that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

**SECTION 1.7 NOTICE OF OFFICER.** The Union shall provide the City with a list indicating the names and titles of all officers and stewards of the Union on or before November 15th of each year. In addition, the Union shall promptly advise the City of any changes in the officers or stewards of the Union by providing an updated list to the City.

**SECTION 1.8 GENDER.** Where the male gender is used in this agreement, it shall be construed to include male and female employees.

**SECTION 1.9 RETREAT RIGHTS.** Subject to ILRA Section 14, the City agrees to negotiate with the Union on a case by case basis, all retreat rights for anyone seeking to hold a bargaining unit position.

**ARTICLE II**  
**COMMITTEES**

**SECTION 2.1 LABOR-MANAGEMENT COMMITTEE ESTABLISHED.** There shall be established a Labor-Management Committee consisting of representatives of the Union, not to exceed four (4) in number, and of the City, not to exceed four (4) in number.

**SECTION 2.2 LABOR-MANAGEMENT COMMITTEE MEETINGS.** Members of the Labor-Management Committee shall meet quarterly, at the request of either party on a date agreeable to both for up to one and one-half (1 1/2) hours, to discuss matters of mutual concern relating to the interpretation, application or administration of this Agreement, existing work rules or issues of safety and health. More frequent or longer meetings may be held upon mutual agreement of the parties. The Committee shall have the authority to make non-binding recommendations to the Union *and* the City where such recommendations are supported by a majority of the Committee members present. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. Union representatives assigned to the Committee shall be allowed the necessary time off without loss of pay to attend meetings when held during the employee's scheduled working hours.

Before the beginning of each fiscal year the Union and the City shall inform the other in writing of the identity of the persons who will be serving on the Labor-Management Committee for that year. Such persons shall remain on the committee for the year unless change is made for good cause. These names shall be submitted prior to May 1, by both the City and the Union. These names shall be kept on file with the Chief and the Union.

**SECTION 2.3 GAIN SHARING COMMITTEE.** The City and Union shall establish a joint Gain Sharing Committee (GSC) consisting of six (6) members — three (3) members appointed by the Union President and three (3) members appointed by the Fire Chief. The GSC shall meet at reasonable times and places to consider and develop initiatives, to increase revenues generated by services provided by members of the Fire Department including improving revenue collections for the ambulance services (currently 56.78%). The Fire Chief shall be responsible for the distribution of any additional revenue generated above current levels resulting from the recommendations of the GSC, so long as the priority for the distribution of such revenues shall be to help maintain existing staffing/service levels to the

community.

**SECTION 2.4 HEALTH & SAFETY COMMITTEE.** The City and Union shall establish a Health and Safety Committee for the purpose of enhancing the safety and wellness of the Department's employees. The committee shall consist of the Fire Chief (or his designee), the Human Resources Director (or his designee), and three members of the Union. The safety and wellness committee will review the department's safety and wellness strategies on at least an annual basis. With respect to wellness, the committee will consider ideas to help employees assess their own health and fitness and to identify opportunities for improvement. The committee will also recommend methods to encourage employees to follow through with health improvement opportunities. With respect to safety, the committee will evaluate strategies to assure that personal protective equipment (turnout gear), safety equipment, safety procedures and safety training are up to date and meet industry standards.

**SECTION 2.5 POST EMPLOYMENT HEALTH COMMITTEE.**

- A. The City and Union agree to participate in an insurance committee established to review ways and means of controlling or reducing health insurance costs. The Committee will consist of four members, two appointed by the Mayor and two appointed by the Union President.

Such ways and means include initiatives:

- 1) Programs to incentivize insured benefit plan participants to live healthier lifestyles and to choose healthcare options that are more effective and produce better results (e.g., wellness programs/initiatives, process changes, plan design changes, cost sharing changes, requiring competitive bidding procedures, stimulating consumer awareness of price differences between needed services and products, stimulating employees to shop for the lower priced products and services of equivalent quality). The parties agree that a strong program to promote wellness of insured benefit plan participants is important to both improve quality of life for plan participants and control the cost of providing insured benefits.

- 2) Procedures to identify and maximize competitive bidding between qualified providers. The parties recognize that increasing premium costs are driven by higher health claim costs and that these costs are pushed up by price increases charged by providers of health care services and producers of health products and drugs. The Committee agrees any recommendation will include (1) a pro-active wellness program and (2) new purchasing procedures to promote price competition for health services and products.
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- B. It is the parties' intent to have such programs implemented prior to the 2016 health insurance plan renewal to be implemented January 1, 2016. To this end the Committee shall submit its recommendations no later than November 1, 2015. The mutually agreed upon items and any recommended language would be advisory only and non-binding on the City but could be tentatively agreed upon during the course of negotiations. The Committee shall continue to be an advisory committee until such time it is terminated pursuant to agreement between the parties.
  - C. The City and Union shall work to develop a mutually agreed upon post-employment health (VEBA) account. Said plan shall be budget neutral and shall be instituted upon agreement between the parties.
  - D. The parties further agree to review health insurance alternatives including those offered by the Associated Fire Fighters of Illinois (AFFI), to determine if those options result in net monetary savings to the City and plan participants in regards to insurance premiums, co-pays, et cetera. If an alternative is found beneficial the parties may reopen the insurance article of this agreement for the purpose of negotiating the provisions therein. The reopener requires agreement by both parties and cannot be unilateral.

**ARTICLE III**  
**HOURS OF WORK AND OVERTIME**

**SECTION 3.1 FIRE SUPPRESSION EMPLOYEES' NORMAL WORK SCHEDULE.**

Firefighters, Fire Lieutenants, and Captains in the Fire Suppression force shall normally work a schedule consisting of twenty-four (24) hour shifts. The normal twenty-four (24) hour schedule will be implemented, absent unusual circumstances such as but not limited to conflagration, riot, natural or economic disasters, by the use of a three-platoon system with each firefighter working one (1) twenty-four (24) hour shift followed by forty-eight (48) hours off. Shifts shall commence at 0800 hours. This schedule shall remain in effect throughout the life of this Agreement.

**SECTION 3.2 KELLY DAYS.** The year shall be divided into twenty-seven (27) day work periods. A Kelly Day (one twenty-four hour shift off) will be assigned in each work period, which provides an average of 13.5 Kelly Days per year. A Kelly Day shall not be counted as a working shift day for any purpose.

**SECTION 3.3 REQUEST FOR KELLY DAYS.** Requests for Kelly Days may be made to the Shift Commander no sooner than sixty (60) calendar days nor later than seven (7) calendar days prior to the beginning of the next twenty-seven (27) day work cycle. These requests shall be considered on a first-come, first-served basis if operational requirements permit. Such requests shall not unreasonably be denied by the Fire Chief or his designee.

**SECTION 3.4 OVERTIME: TWENTY-FOUR (24) HOUR SHIFT EMPLOYEES.** Twenty-four (24) hour shift employees shall receive overtime pay at the rate of one and one half times (1 1/2) their hourly rate of pay for all work performed beyond their normal work schedule. Overtime shall be rounded to the nearest quarter hour and paid in fifteen minute increments.

**SECTION 3.5 HOURLY RATE OF PAY: 24-HOUR SHIFT EMPLOYEES.** The hourly rate of pay for overtime purposes, among others, equals the employee's annual salary divided by 2,592 hours, which computes to an average work week of 49.8 hours.

**SECTION 3.6 NON-FIRE SUPPRESSION EMPLOYEES NORMAL WORK**

**SCHEDULE.** The work week shall consist of five (5) scheduled eight (8) hour work periods not including the lunch period scheduled Monday through Friday, or four (4) ten hour work periods not including the lunch period scheduled Monday through Sunday as determined by the Fire Chief, based on one or more bona fide operational considerations. No ten hour shift employee shall be required to work more than two (2) scheduled weekend days (Saturdays or Sundays) in a calendar month except in the emergency call back rotation. Any hours in excess of forty (40) hours per week will be paid at the rate of one and one-half (1 1/2) times the hourly rate of pay. The hourly rate of pay for non-fire suppression employees equals the annual salary divided by two thousand eighty (2,080) hours. Employees assigned to forty (40) hour shift operations will be compensated at the rate of time and one-half (1 1/2) the employee's hourly rate of pay for all hours worked on a designated holiday, in addition to receipt of holiday pay.

**SECTION 3.7 HIREBACK.** The need for non emergency overtime hire- back shall be triggered when the number of fire suppression employees on a shift falls to twenty-three (23) or less. If either party desires to change the number at which the hire-back process is to be triggered, such change must be negotiated. In such event, the parties shall negotiate for a period of 30 days (or longer if mutually agreed) but if no agreement is reached, either party may invoke interest arbitration in accordance with §14 of the Act, except that mediation shall be waived, and the single arbitrator shall be selected from the first panel received. Such hire-back shall be distributed by means of a seniority (date of hire seniority) roster which shall be maintained on each shift, and such assignments shall initially be offered to persons on the off-going shift on the basis of their position classification (i.e., a firefighter or firefighter/paramedic shall be hired back where there is need for a firefighter, a firefighter/paramedic shall be hired back where there is a need for a firefighter/paramedic, a lieutenant shall be hired back when there is need for a lieutenant, and a Captain shall be hired back when there is a need for a Captain). Such overtime opportunities initially shall be offered in sequential order from the seniority roster of the off-going shift and reasonably equalized among employees within the shift on a semi-annual basis.

- a. In case there are insufficient volunteers on the off-going shift, the city may assign the hire-back to any qualified employee it deems appropriate.
- b. An employee who either works or declines to work the overtime opportunity shall, for purposes of equalization, be deemed to have worked the hire-back opportunity.
- c. Employees on injury or illness leave shall not be contacted for hire-back opportunities.
- d. Employees on vacation or on Kelly may be contacted for voluntary hire-back, only in the case of insufficient volunteers from the off-going shift, and if the employees on vacation or on Kelly decline, such shall not be considered a hire-back opportunity for purposes of equalization. No employee on vacation or Kelly may be required to work hire-back. An individual is considered to be on vacation on the first off duty day immediately after his last shift day.
- e. Other Employees who are not contacted shall be considered to have been offered a hire-back opportunity if they were called by the Department but could not be reached.
- f. The City shall keep a record of the date and name of all persons offered hire-back and whether the employee was reached, accepted, or declined. This information shall be made available to all Union members in a real-time and easily accessible format. All employees on hire-back shall be deemed in overtime status.
- g. If the hire back list for the applicable rank is exhausted without sufficient volunteers, the City may seek volunteers from the other 24 hour shifts, time permitting, before forcing back the necessary number of employees in that rank based upon a reverse rolling seniority order from the off-going shift.

**SECTION 3.8 EARLY CALL IN.** Employees may be called in early to their shifts whenever an emergency occurs that requires relief for on-duty personnel and is within two (2) hours of their regularly scheduled reporting time. They will be paid overtime from the time they report for duty for those hours

worked in excess of their normal duty hours. This will be considered a voluntary call-in and individuals will not be disciplined for failure to report.

**SECTION 3.9 EMERGENCY HOLD OVERS.** Employees may be held over by the Shift Commander after the completion of their normal duty shift and prior to going home. They will be paid overtime for those hours they work in excess of their normal duty hours. Holdovers will be considered mandatory and employees will be required to stay until properly relieved by the on-duty shift commander.

**SECTION 3.10 NO PYRAMIDING.** Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

**SECTION 3.11 LIMITATIONS.** Nothing in this Agreement shall limit the City's right to reduce force, eliminate positions or otherwise provide fire protection services it deems necessary to carry out the mission of the Fire Department in the event there is insufficient funding or some other unanticipated problem and firefighters may have to be laid off, provided the City agrees to meet with the Union prior to implementing any such changes.

In the event the City makes the decision to layoff one or more bargaining unit employees, it shall notify the Union of any such decision prior to implementation. Upon written request from the Union, the City shall meet and negotiate as to any proposed layoff for a period of twenty (20) days or longer if mutually agreed. If no agreement is reached, either party may invoke interest arbitration in accordance with § 14 of the Act, except that mediation shall be waived. The single arbitrator shall be selected under the procedures of the Act except the parties shall select the arbitrator from the first panel received. The hearing shall thereafter be conducted and concluded within ten (10) days of the arbitrator's appointment and a decision rendered (without the filing of briefs) within seven (7) days thereafter.

**SECTION 3.12 INSTRUCTOR PAY.** Employees agreeing to work out of classification, as afforded by Section 7(G) (2) of the FLSA, as instructors shall be paid an hourly wage of \$27.00 per hour. The City reserves the right to assign such out-of-classification work to persons who are not members of the bargaining unit and to discontinue the use of bargaining unit personnel for such out-of-classification

work subject to the procedures of Section 3.11.

**SECTION 3.13 APARATUS/EQUIPMENT MANNING.** The following shall constitute the minimum manning for all apparatus and equipment:

- a. Engines and Trucks/Quints shall be staffed by a minimum of 3 union employees as follows: (1 officer & 2 firefighters).
- b. Ambulances shall be staffed by a minimum of 2 union members as follows: (2 firefighter/paramedics).
- c. All fire suppression equipment shall be staffed with an officer, or qualified actor (pursuant to section 12.1 of this agreement).

**SECTION 3.14 ON CALL PAY,** Fire Prevention employees covered by this Agreement who are scheduled to be “on call” outside of their regularly scheduled work hours shall receive one (1) hours of their straight-time pay for each day they are scheduled to be “on call”. Assignment of “on call” personnel shall be in fair increments with the City reserving the right to make changes to scheduling and personnel as reasonably needed based on bona fide operational reasons provided said changes do not place an unreasonable burden upon the employee. Assignment of “on call” duty shall be at the sole discretion of the Fire Chief or his/her designee.

**SECTION 3.15 NON-EMERGENCY CALL-BACK PAY.** An employee called back to work for non-emergency duties such as special meetings, training, etc., shall receive a minimum of two (2) hour pay at overtime rates, as provided in Section 3.4 above unless the time extends to his/her regular work shift or unless the individual is called back to rectify his/her own error. The City shall reasonably attempt to schedule such activities during the employee’s normal work schedule when practical and shall not call back employees for arbitrary or capricious reasons or for purposes of harassment or discrimination.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

**SECTION 4.1 MANAGEMENT RIGHTS.** Except as specifically limited by the express provisions of this Agreement or specific Civil Service rules and regulations, the City retains all traditional rights to manage and direct the affairs of the Fire Department in any and all of its various aspects, and to manage and direct its employees in the department, including, but not limited to, the following: to plan, direct, control and determine all the operations and services of the Department; to supervise and direct the Department's work force; to establish the qualifications for employment and to employ employees; to schedule and assign work and to change work schedules; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such departmental operations and services shall be conducted or purchased; to subcontract duties, functions or responsibilities; to make, enforce and alter reasonable work rules and regulations; to discipline employees or suspend or discharge employees for just cause (probationary employees may be disciplined, suspended or discharged without cause); and to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of the above rights shall not conflict with any express written provisions of this Agreement.

**SECTION 4.2 RULES AND REGULATIONS.** Employees shall be required to comply with the rules, regulations, and procedures of the City and the Department, as such as may from time to time be modified, which are not inconsistent with or in conflict with the terms of this Agreement. Rules, regulations and procedures shall be fairly and equitably enforced. Absent emergency, the City shall provide the Union President a copy of any proposed change or modification to rules and regulations of the Fire Department no less than three days prior to the effective date of the change or modification.

**SECTION 4.3 DISCIPLINARY INVESTIGATION.** Management will follow the procedural requirements of the Firemen's Disciplinary Act, 50 ILCS 745/1-7, when questioning a firefighter in an interrogation, as defined under the Firemen's Disciplinary Act, 50 ILCS 745/2, in a disciplinary matter that management reasonably believes might result in a suspension. Until such time as a court ruling is issued to the contrary, for employees assigned to the 24 hours on-48 hours off work schedule,

management will administer this Section 4.3 as though the procedural requirements of the Firemen's Disciplinary Act apply where management reasonably believes that a disciplinary matter might result in a suspension without pay of more than one (1) duty shift.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

**SECTION 5.1 DEFINITION AND PROCEDURE.** A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement against the City, or by the Union against the City, involving the meaning, interpretation or application of the express provisions of this Agreement, or written rules, regulations or procedures. For the purposes of a grievance, an immediate supervisor shall be the individual designated by the City as the Shift Commander or his designee. A grievance filed by the Union will go directly to step two. A grievance shall be filed on a form mutually agreed to by the Union and the City and processed in the following matter:

**STEP ONE:** Any employee or the Union having a grievance shall submit it, specifically designated as a "grievance," to the employee's Shift Commander or his designee, who will be designated for this purpose by the City, within ten (10) calendar days of the event giving rise to the grievance. The Shift Commander or his designee shall give the employee or the Union an oral answer within ten (10) calendar days after such presentation.

**STEP TWO:** If the grievance is not settled in Step One and the employee or the Union wishes to advance the grievance to Step Two of the grievance procedure, it shall be referred in writing to the Fire Chief or his designee within six (6) calendar days after the Shift Commander's or his designee's oral answer due in Step One and shall be signed by the employee or the Union. The written grievance shall contain a complete statement of the facts of the alleged violation and the provision or provisions of the Agreement which the City is alleged to have violated and the relief requested. The Fire Chief or his designee shall discuss the grievance within six (6) calendar days of receipt of the written grievance with the employee, or the Union if a Union grievance. If no settlement is reached, the Fire Chief or his designee shall provide the employee, or the Union if a Union grievance, with a written answer within six (6) calendar days following the meeting.

**STEP THREE:** If the grievance is not settled in Step Two and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step Three of the grievance procedure, it shall be referred in writing to Human Resources Director or his designee, with a copy to the Mayor, within six (6) calendar days after the City's answer is served upon the employee or the Union in Step Two, and shall be signed by the

employee or by the Union alone if a Union grievance. The Human Resource Director and/or his designee shall discuss the grievance within six (6) calendar days with the employee and a Union representative, or with the Union if a Union grievance, at a time mutually agreeable to the parties. If no settlement is reached, the Human Resource Director or his designee shall give the City's written decision to the Union within six (6) calendar days following their meeting.

**STEP FOUR:**

a) **BINDING ARBITRATION.**

1. If the grievance is not settled in Step Three and the Union wishes to appeal the grievance to Step Four of the grievance procedure, the Union may refer the grievance to binding arbitration as described below within fourteen (14) calendar days after the decision is provided at the third step.
2. 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 an arbitrator within seven (7) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Members of the panel shall be limited to arbitrators who are members of the National Academy of Arbitrators (NAA) who reside in the States of Illinois, Indiana or Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Union and the City shall have the right to strike three (3) names from the panel. The order of striking the first name shall be determined by a coin flip; the parties shall then strike alternately. The person remaining shall be the arbitrator.
3. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.
4. The City or the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.

5. The arbitrator shall submit his/her award in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later.
6. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
7. The fees and expenses of the arbitrator and court reporter shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

b) **LIMITATIONS ON 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 the issue(s) presented as to whether there has been a violation, misinterpretation, or misapplication of the express provisions of this Agreement and the appropriate remedy, if any. 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 determine any issue not so submitted or raised. The arbitrator shall be without power to make recommendations contrary to or inconsistent with, in any way, applicable laws or rules and regulations or administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. The decision and award of the arbitrator shall be final and binding on both parties to this Agreement.

**SECTION 5.2 SUSPENSIONS, DEMOTIONS, TERMINATIONS.** Any disciplinary matter subject to the jurisdiction of the Waukegan Civil Service Commission may not be taken through the grievance procedure if either (a) the matter is being pursued by the employee before or has already been decided by the Waukegan Civil Service Commission; or (b) a written binding "waiver" of the right to independently pursue the matter before the Waukegan Civil Service Commission or the courts has not been signed by the grievant and the Union and delivered to the City.

**SECTION 5.3 PROBATIONARY EMPLOYEES.** During the probationary period, a firefighter is entitled to all rights, privileges, and benefits under this Agreement except that the City may suspend or discharge a probationary firefighter without showing cause and such firefighter shall have no recourse to the grievance procedure to contest such suspension or discharge. However, probationary employees shall retain all rights and privileges under applicable Civil Service procedures.

**SECTION 5.4 TIME LIMIT FOR FILING.** No grievance shall be entertained or processed unless it is submitted at Step One within ten (10) calendar days after the occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee, or the Union if a Union grievance, through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within a specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step.

**SECTION 5.5 TIME OFF.** The grievant and one Union representative, or one Union representative if a Union grievance, shall be given paid time off to participate in the Step Two or Three meetings if the meetings are conducted on working time. No other time spent on grievance matters shall be considered as time worked for compensation purposes.

**ARTICLE VI**  
**MINIMUM CALL-BACK PAY**

An employee called back to work for mandatory emergency off-shift recall by an Officer or his designee after having gone home shall receive a minimum of four (4) hours pay at one one-half (1 1/2) times the hourly rate, or pay for the actual time worked, whichever is greater. Each hour spent in excess of four (4) hours on call-back work shall be paid for at one and one-half (1 1/2) times the hourly rate. Where time and circumstances permit, the City will attempt to distribute call-back recall opportunities equally on an annual basis among employees. The City shall maintain a log indicating which employees the City attempted to call for call-back work each time such call-back work is required. The Union shall be entitled to examine this log at reasonable times upon request. The City shall attempt to equalize call-back among employees on the same shift. Employees called back to work may be released prior to the completion of four (4) hours' work at the discretion of the commander if there is not productive work related to the emergency to be performed.

**ARTICLE VII**  
**DUES CHECK-OFF**

**SECTION 7.1 DUES CHECK-OFF.** While this Agreement is in effect, the City will deduct each pay period the applicable union dues for each employee in the bargaining unit for whom there is on file with the City a voluntary, effective dues check-off authorization. Such authorization may be revoked by the employee at any time upon written notice to both the Union and the City. The fair share of dues and assessments levied by the Union upon nonmembers, not to exceed the regular uniform union dues assessed members, shall be deducted by the City from the earnings of nonmembers and remitted to the Union each month. The amounts so deducted shall be forwarded to the appropriate officer of the Union, together with a list of names and amounts for whom deductions have been made within seventy-two (72) hours of payroll processing. If the employee has no earnings due for that pay period, the Union shall be responsible for collecting said dues. The Union agrees to refund to the City any amount paid to the Union in error on account of this dues deduction provision. The Union may change the fixed, uniform dollar amount which shall be considered the regular monthly union dues once each year during the life of this Agreement. Any change so designated shall also impact the amount of the specified fair share fee in accordance with the fair share provision included in this Agreement. The Union will give the City thirty (30) days' notice of any such change, and the new amount of uniform union dues to be deducted.

**SECTION 7.2 RELIGIOUS OBJECTION.** Should any employee object to paying a fair share fee to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, an amount equal to the employee's fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to agree on the matter, payments in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois State Labor Relations Board. The Union shall certify to the city the charitable organization to which such payments are to be made, or the employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payments are supplied to the Union on a monthly basis.

**SECTION 7.3 UNION INDEMNIFICATION** The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article.

**ARTICLE VIII**  
**WAGES**

**SECTION 8.1 WAGE SCHEDULE.** The minimum annual wage schedule for employees covered by this Agreement shall be changed from its current level to the amounts stated in Appendices A and B.

**SECTION 8.2 PENSION PICK-UP.** The City agrees to institute this section as per 40 ILCS-5/4-118.2 of the Illinois State Pension Code. In so doing, both parties agree that this procedure represents an accounting operation whereby employee paid pension contributions are treated as a form of deferred compensation, thereby deferring employee income tax obligations until such time pension payments are received.

**SECTION 8.3 BASE PAY.** Base pay shall be established equivalent of journeyman pay (step 4) in the firefighter wage schedule. The annual base salaries for employees covered under this Agreement shall be as follows:

- March 1, 2015 to April 30, 2016            \$75,559
- May 1, 2016 to April 30, 2017            \$77,070
- May 1, 2017 to April 30, 2018            \$78,611

**SECTION 8.4 STEP ADJUSTMENTS.** All employees shall receive step adjustments in the form of a wage differential (or premium), which shall be added to the base wage as outlined in Section 8.3 of this Agreement and included in their regular rate of pay as outlined in Section 8.1 of this Agreement.

Step adjustments for firefighters and firefighter/paramedics shall be as follows:

	Firefighters	Firefighter/Paramedics
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**ARTICLE IX**  
**NO STRIKE/NO LOCKOUT**

**SECTION 9.1 NO STRIKE.** During the life of this Agreement, neither the Union or any of its officers, agents, employees or representatives, nor any employees covered by this Agreement, will instigate, promote, sponsor, engage in or sanction any strike (including sympathy strike), slowdown, concerted stoppage of work or any other intentional disruption of the operations of the City, regardless of the reason for so doing.

**SECTION 9.2 PENALTY.** Any employee engaged in activity prohibited by Section 9.1, or who instigates or gives comfort or leadership to such activity, shall be subject to disciplinary action up to and including summary discharge regardless of the disciplinary action taken against any other employee.

**SECTION 9.3 NO LOCKOUT.** During the life of this Agreement, the City will not instigate a lockout over a dispute with the Union as long as there has been no breach of Section 9.1, above, which is sanctioned or supported by the union or any of its officers, agents or representatives.

**SECTION 9.4 UNION OFFICIAL RESPONSIBILITY.** Each employee who holds the position of officer or representative of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of Section 9.1 of this Article, the Union agrees to inform its members of their obligations under this Agreement and use its best efforts to achieve a prompt resumption of normal operations.

**ARTICLE X**  
**VACATIONS**

**SECTION 10.1 FORTY HOUR SHIFT EMPLOYEES.** Firefighters, Lieutenants and Captains assigned to forty hour shift operations shall be entitled to vacation as of their anniversary date of employment as follows:

**40 Hr Shift Employees**

After 52 weeks	80 hours
After 7 years, 1 day	120 hours
After 11 years, 1 day	136 hours
After 15 years, 1 day	160 hours

A twenty-four (24) hour shift employee transferred to a forty hour shift operation shall be entitled to receive, as scheduled, the number of vacation hours earned in the year prior to the transfer on the basis that for each unused twenty-four hour vacation/holiday the employee shall be entitled to twelve (12) hours of vacation time. If the employee is transferred after September 30 the employee shall also be entitled to receive the twenty-four hour shift vacation in the following year; if the transfer is prior to October 1, the employee shall receive the forty-hour shift vacation in the following year.

**SECTION 10.2 TWENTY-FOUR HOUR SHIFT EMPLOYEES.** Firefighters, Lieutenants and Captains who normally work a twenty-four hour shift operation shall receive vacations and holidays as of their anniversary dates of employment as follows:

**24 Hr. Shift Employees**

After 52 weeks	8 workdays (24 hours)
After 7 years, 1 day	10 workdays (24 hours)
After 14 years, 1 day	12 workdays (24 hours)
After 20 years, 1 day	14 workdays (24 hours)

**SECTION 10.3 VACATION ASSIGNMENT.** Employees covered by this Agreement shall select the initial period(s) of their annual vacation on the basis of department seniority and such selection shall be made within three (3) weeks after the vacation list is initially posted. Once vacation periods are established, seniority shall not be used to bump into another employee's vacation period. Vacations shall be in any increment with or without a Kelly Day. The City reserves the right to deny scheduled vacations or terminate existing vacations where the need to provide protection to the public so requires. Any employee(s) so affected shall have the right to pick his initial vacation for the next year first regardless of his seniority status.

**SECTION 10.4 ACCUMULATION.** Vacations shall be taken during the year allowed and shall not accumulate, except upon written permission of the Department Head where the employee has repeatedly sought to take his vacation during traditional periods but has been denied the opportunity by the City.

**SECTION 10.5 VACATION PICKS.** A Vacation List shall be posted no later than January 15 of each Fiscal Year. The City shall reasonably determine the number of employees who may take vacation leave on any one day provided that said number enables all employees to utilize their entire allotted vacation time for the year consistent with the provisions of this Agreement. Any restrictions placed upon vacation time utilization not otherwise called for in this Agreement must be for bona fide operational reasons. Individuals shall pick vacations on a departmental seniority basis and in any increment that they desire until their vacation allotment is so depleted. Individuals shall not be allowed to take more than one-half (1/2) their entire vacation allotment in prime vacation months (June, July, August, December 20-31) unless they have been employed in the continuous service of the Fire Department for more than 20 years.

The Vacation list shall be made available to all Union members in a real-time and easily accessible format throughout its duration.

**ARTICLE XI**  
**HOLIDAY & PERSONAL DAYS**

**SECTION 11.1 DESIGNATION OF HOLIDAYS.** The following days shall be observed as holidays without loss of pay for employees who are assigned to work a forty (40) hour workweek:

New Year's Day  
Martin Luther King's Birthday  
President's day  
Memorial Day  
Independence Day  
Labor Day  
General Election Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

If the day on which one of the foregoing holidays is observed falls on a Sunday, the following Monday shall be observed as the holiday. If the holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

**SECTION 11.2 ELIGIBILITY REQUIREMENTS.** In order for a forty (40) hour employee to be eligible for holiday pay, the employee must work his full regularly scheduled working day immediately preceding and immediately following the holiday unless on approved leave or other excused absence pursuant to the Agreement.

**SECTION 11.3 FLOATING HOLIDAYS (Personal Days).** Forty (40) hour shift firefighters, Lieutenants and Captains shall be granted three (3) Floating Holidays (or Personal Days).

Twenty-four (24) hour suppression shift employees shall be granted one (1) Floating Holiday (or Personal Day) in the increment of twenty-four (24) hours.

**SECTION 11.4 USE OF FLOATING HOLIDAYS.** For forty (40) hour shift employees Floating Holidays may be taken at the option of the employee with approval of his/her supervisor. These Floating Holidays generally should not be taken on the day before a Monday Holiday, or before a Friday Holiday. All such requests must be made no later than forty-eight (48) hours prior to the Holiday. Although approval for the use of a Floating Holiday may be denied, such denial shall not be unreasonably withheld.

For twenty-four (24) hour shift employees, selection of Floating Holidays (or Personal Days) shall occur subsequent to the annual vacation selection process. Requests for Floating Holidays shall be made to the Shift Commander no later than two (2) shift days prior to the requested date. These requests shall be considered on a first-come, first-serve basis if operational requirements permit. The Fire Chief or his designee shall not unreasonably deny such requests.

Twenty-four (24) hour suppression shift employees who choose not to utilize their allocated Floating Holiday (or Personal Day) shall be paid out at one half (1/2) of the unused Floating Holiday credit (i.e. 12 hours of pay). Payouts shall occur in April.

**SECTION 11.5 HOLIDAY DURING VACATION.** When a Holiday falls within an eligible employee's approved vacation, he shall receive the appropriate holiday pay or the next regularly scheduled day back may be taken as a comp day.

**SECTION 11.6 PAY FOR HOLIDAY WORK.** Twenty-four (24) hour shift Firefighters, Firefighter/Paramedics, Lieutenants, or Captains who are scheduled to work the duty shift starting on Christmas Day, New Year's Day and/or Thanksgiving Day shall be paid at the rate of one and one-half (1/2) their regular straight-time rate of pay for all such hours worked. Twenty-four (24) hour shift Firefighters, Firefighter/Paramedics, Lieutenants, or Captains who are not scheduled to work but called in to work on Christmas Day, New Year's Day, and/or Thanksgiving Day shall be paid at the rate of two (2) times their regular straight-time rate of pay for all such hours worked.

Effective January 1, 2016 and beyond all employees covered by this agreement shall receive the

aforementioned holiday pay for Memorial Day, Independence Day, and Labor Day.

**ARTICLE XII**  
**WORKING OUT OF CLASSIFICATION**

**SECTION 12.1 PAY FOR WORK OUT OF CLASSIFICATION.** Employees covered by this Agreement, except Captains acting as shift commanders, assigned by their supervisor to carry out the full responsibilities associated with a higher classification, including employee relations responsibilities associated with that position for twelve (12) or more consecutive hours, shall receive the pay differential between said employee's current salary and that of the higher classification (defined as the base salary of the subject position) for each such consecutive hour in which the employee carries out the assigned work in a higher classification. Only firefighters who have qualified for placement on the current Lieutenant promotional list shall be allowed to serve in an "acting up" capacity for the position of Lieutenant. There shall be a limit of no more than two (2) firefighters "acting up" on any given shift. At no time shall actors fill more than one third (1/3) the bargaining unit officer spots on any given shift.

• The purpose of "acting up" is to temporarily fill a lieutenant position made vacant due to injury, illness, or other emergency situation. "Actors" shall not be utilized to replace or delay the filling of an officer position through the promotional process. Nor shall "actors" be utilized in a manner which creates or construes to create a permanent need for an "acting" position.

Qualified "actors" who are on a "time trade" shall not be scheduled to act up on said time trade. Said individuals may be used in the event that an "actor" is needed to fill an officer position vacated due to sickness or injury provided the vacancy occurred subsequent to the scheduling of the daily deployment.

The appropriate officer overtime shall be determined by the position of the officer who triggered the

need for officer overtime.

**ARTICLE XIII**  
**SICK LEAVE**

**SECTION 13.1 SICK LEAVE ACCRUAL.** Each employee assigned to a 24-hour shift shall accumulate paid sick leave at the rate of 12 hours for each month of service to a maximum of 900 hours. Each employee assigned to an eight (8) hour shift shall accumulate paid sick leave at the rate of 8 hours for each month of service to a maximum of 900 hours.

Any sick leave accumulated but unused in any year up to the maximum amounts stated above may be used in succeeding years. No sick leave shall be accumulated during any lay off, suspension for just cause, or unpaid leave of absence.

**SECTION 13.2 USAGE.** Sick leave may only be used for the following:

- a. personal illness;
- b. medical, dental or optical appointments;
- c. enforced quarantine of employee in accordance with community health regulations;
- d. sickness in the immediate family "immediate family" shall mean the employee's spouse, child, or parent, if residing within the same dwelling; or
- e. non-compensable injuries.

**SECTION 13.3 DOCTOR'S REPORT.** The City may require a duly authorized practitioner's report before granting any extended sick leave with pay or before compensating an employee for requested sick leave time. The City may also require a duly-authorized practitioner's report before granting requested sick leave time where abuse of sick time is reasonably suspected including, but not limited to, the situations as described in Section 13.4 of this Article. There shall be no compensation for sick leave in excess of the employee's earned sick leave aggregate, unless otherwise agreed by the City. Before returning to work, any employee having been absent from his duties for more than two (2) twenty-four (24) hour shift days because of illness or injury may be required to file a report by the City physician, or other qualified practitioner, with the Department Head stating that such employee is physically able to resume his duties. If the City requires a report from a physician other than the employee's personal doctor (who shall not be a chiropractor) the City shall bear the cost of any such expense incurred. When this opinion conflicts with the first, a third opinion

shall be obtained from a health care provider jointly selected by the parties from a major health care provider. The panel shall consist of at least five (5) physicians who are board certified in the specialty or area of medical practice related to the condition in dispute. The physician shall be selected by alternately striking names from the panel, with the order of strikes determined by a coin flip. The opinion of the physician selected shall be final and binding unless the parties mutually agree otherwise. The cost of the physician shall be borne by the employee. In addition, any employee having been absent from his duties for more than four (4) twenty-four (24) hour shift days because of illness or injury shall be required to pass the physical agility test as outlined in Appendix C administered by the City.

**SECTION 13.4 ABUSE OF SICK LEAVE.** Abuse of sick leave is considered a serious offense. Any employee abusing sick leave may be disciplined up to and including discharge. The parties agree that the following occurrences support a reasonable suspicion of abuse:

1. Where an employee demonstrates a pattern of coupling sick days with vacation leave and/or Kelly Days off;
2. Where an employee demonstrates a pattern of using sick leave at or in excess of six (6) days per year in separate increments without evidence of a serious illness; or
3. Where an employee demonstrates a pattern of failing to honor time trade commitments by calling in sick.

An employee may rebut any presumption or suspicion of abuse by supplying bona fide evidence of illness as described in Section 13.3.

For the purpose of this Section, a "pattern" under numbers (1) and (3) above shall be deemed to exist when an employee has four (4) or more occurrences in a rolling twelve (12) month period. An "occurrence" is defined as an incident where an employee uses sick leave for one or more consecutive days to recover from any one illness or injury.

An employee shall eliminate the need to automatically provide a duly authorized practitioner's report if the

employee does not further abuse sick leave and by demonstrating good attendance by not using sick leave in more than two (2) occurrences in a subsequent rolling twelve (12) month period.

**SECTION 13.5 ACCUMULATION.** An employee who has accumulated the maximum work hours of sick leave credit and who has not used the current year's sick leave credit, shall, at the end of the fiscal year, be paid at the hourly rate for one-half (1/2) of the unused sick leave credit for that year. (24 hour shift employees shall be paid at their hourly rate of pay and eight (8) hour shift employees shall be paid at their hourly rate of pay). At the time an employee retires, the employee shall be paid at the hourly rate for one-half (1/2) of every unused sick leave hour accumulated to his credit provided the employee has attained twenty (20) years of continuous, uninterrupted service with the City of Waukegan Fire Department, except that this twenty (20) year requirement shall not apply to an employee who has retired on a pension disability. (All employees to be paid at the hourly rate of pay for 24-hour shift employees).

**ARTICLE XIV**  
**COMPASSIONATE LEAVE**

**SECTION 14.1 ACCESS TO COMPASSIONATE LEAVE.** The City agrees to provide to employees one (1) twenty-four (24) hour shift off within five (5) calendar days after the date of death without loss of pay or seniority as a result of the death of the father, mother, spouse, children (including step or adopted), guardian, sister or brother (including half, in-law, or step), of the employee or employee's spouse. If the death occurs while the employee is on duty and the employee requests to be relieved from the remainder of his scheduled shift, he shall be granted the remainder of his scheduled shift off (in addition to the twenty-four (24) hour shift off stated above) as compassionate leave without loss of pay or benefits under any other article of this Agreement. The City may, at its option, grant a second twenty- four (24) hour shift off without loss of pay in special circumstances where the City determines that the absence is necessary and appropriate and where the employee did not take a partial leave from his job at the time of death. Employees who work forty (40) hour weeks will be granted three (3) working days off with pay, within five (5) calendar days after the date of death of those members of his/her family described herein. Employees who are laid off, on their day off, off sick, or on vacation shall not be eligible for the benefits herein.

**SECTION 14.2 GRANDPARENTS AND GRANDCHILDREN.** In the event of the death of the employee and/or employee's spouse's grandparents or grandchildren, said employee shall be given one (1) calendar day (defined as one twenty-four (24) hour shift or one working day depending on the employee's assigned shift) off without loss of pay or seniority for the purpose of attending the funeral. For forty (40) hour shift employees, the City may, at its option, grant a second shift off with pay in special circumstances where the City determines that the absence is necessary and appropriate.

**ARTICLE XV**  
**TRAINING**

**SECTION 15.1 GENERAL POLICY.** The City is committed to the principle of training for all employees. Training shall be provided insofar as it is deemed economical to do so by the City and insofar as such training does not adversely affect and interfere with the orderly performance and continuity of municipal services within the Fire Department as determined by the City. Training shall be scheduled by the Fire Chief or his designee. Employees will attend training sessions as assigned by the City. Employees assigned to attend required training sessions on off duty time will be compensated for such time at the rate of time one and one-half (1 ½) of their regular hourly rate of pay. The employee choosing his own time off duty training time will not be compensated unless required by law. The city will make an honest effort to schedule mandatory training on duty time and in a timely fashion. The Chief may require employees attending training sessions to prepare oral or written reports on their training experience.

**SECTION 15.2 ACCESS.** The City shall generally encourage equal access to training opportunities to the extent that operational requirements of the Department permit. Where time permits, all openings for training programs will be posted at least twenty (20) calendar days in advance of the registration date of any course opening. Applications to attend such course should immediately be transmitted to the Chief so that selections may be made. Applications for courses that the City requires employees to attend will be chosen by the Chief and tuition will be paid by the City. Applications for courses that the City does not require employees to attend will be chosen by the Chief, making one-half (1/2) of the selections using his own criteria, and the remaining one-half (1/2) of the selections will be made using the sole criteria of the seniority of the applicants. Individuals attending non-required courses will be responsible for successfully completing the course, and remaining certified (if a certification for the course exists) and employed by the City for a period of four (4) years after the end of the class. Individuals who do not successfully complete a course or who do not remain certified or employed by the City for the full four (4) year period (no matter what the reason except disability retirement) shall be responsible for reimbursing the City for all costs including tuition, meals, travel and lodging if applicable as follows:

< 1 Year            100%

< 2 Years	75%
<3 Years	50%
< 4 Years	25%

**SECTION 15.3 CITY PAYMENT FOR TRAINING COURSES.** The City agrees to pay full tuition for any course pertaining to continuing education programs approved by the Fire Chief and shall furnish transportation when reasonable and practical. The City shall pay one half (1/2) tuition for approved undergraduate course(s) at an accredited school of continuing education, provided such courses are job-related: fire science, public administration, business administration, health sciences, upon completion of said courses. If an employee incurs cost for training after being approved for course attendance and fails to give the City or the course instructor a ten (10) day cancellation notice, or otherwise fails to attend the course, he/she shall reimburse the City for all costs incurred by the City for such training program except where such failure is for good cause shown and where the City had been notified as soon as possible. If the employee voluntarily leaves the employment of the City or is terminated for cause, the employee upon termination shall reimburse the City for all tuition, fees and related costs associated with training programs attended by the employee within two (2) years of the employee's leaving the department. Full tuition will be paid for courses that the city requires an employee to attend. Employees are required to provide at least forty-five (45) calendar days' notice (or as much notice as possible if forty-five (45) days' notice is not possible because of late posting of the training opportunity — any request with less than 45 days' notice shall include a copy of the late posting) to their shift commander with their intention to enroll in any job-related course in which tuition reimbursement is sought. As part of such notice, the employee shall be responsible for completing a brief memorandum identifying their intention to enroll along with completion of the following two (2) forms provided by the City: (1) Request for enrollment form; and (2) Tuition refund request form. To assist in offsetting the cost to the employee and to the City, any employee requesting to enroll in a college level course or Fire Officer training course will (if eligible) attempt to secure a scholarship with the Illinois Fire Chiefs Association Education and Research Foundation. All applications for scholarship grants must be properly completed and submitted to the Fire Chief for review and endorsement. The City shall inform all current employees of this requirement upon ratification of this agreement and educate all new employees during their orientation. The Chief or designee shall take reasonable steps to ensure that all employees are notified of available classes prior to forty-five (45) days.

Applying to all approved undergraduate course(s) at an accredited school of continuing education starting after January 1, 2015, the maximum amount of individual tuition reimbursement is \$4,100 per year and there is a \$11,385 career maximum.

**SECTION 15.4 APPRENTICESHIP PROGRAM.** In order to promote an orderly process for training recruits and new employees, the City and the Union hereby agree to adopt the Standards of Apprenticeship for Firefighter/Paramedic, The Union and the City agree that no recruit shall be denied the right to make every effort to pass the required subject areas under this apprenticeship program. Apprentices shall be encouraged to take the required tests as they become available provided said employee satisfactorily completes all state requirements.

The apprenticeship program shall be managed and overseen by the Joint Apprenticeship Training Committee (JATC).

**ARTICLE XVI**  
**LEAVES OF ABSENCE**

**SECTION 16.1 GENERAL LEAVE OF ABSENCE.** Upon written request to and approval of the Fire Chief and Civil Service Commission, employees covered by this Agreement may, at the City's discretion, be granted a leave of absence without pay not to exceed a period of one (1) year. The City shall be under no obligation to hold open the employee's job for the period of the leave or reinstate the employee to his previous job if an opening in that position does not exist. The City shall, however, place the employee at the top of the hiring list and subsequent lists thereof, and he/she shall be reinstated at the next available opening, provided the employee can satisfactorily perform the duties of the position.

**SECTION 16.2 LEAVE FOR ILLNESS, INJURY OR PREGNANCY.** In the event an employee is unable to work by reason of illness or non-job related injury or pregnancy, the City may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work. A leave of absence for illness, non-job related injury or pregnancy will under no circumstances be granted until an employee's entire accrued sick leave is exhausted. To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the City a physician's written statement showing the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee may be required to furnish a current report from the attending doctor at the end of every forty-five (45) calendar day interval.

Before returning from a leave of absence for injury, illness or pregnancy, or during such leave the employee, at the discretion of the City, may be required to have a physical examination, including the physical agility test outlined in Appendix C administered by the City, by a doctor designated by the City to determine the employee's capacity to perform assigned work. When this opinion conflicts with that of the employee's personal physician, a third opinion shall be obtained from a health care provider jointly selected by the parties from a major health care provider. The panel shall consist of at least five (5) physicians who are board certified in the specialty or area of medical practice related to the condition in dispute. The physician shall be selected by alternately striking names from the panel with the order of strikes determined by a coin flip. The opinion of the physician selected shall be final and binding unless the parties mutually agree otherwise. The cost of the

physician shall be borne by the employee.

The employee will be terminated immediately if he/she accepts new employment elsewhere or becomes self-employed while on a leave of absence covered by Section 16.2 of this Agreement.

**SECTION 16.3 INJURY ON THE JOB (IOD) OR OCCUPATIONAL DISEASE LEAVE.**

- a. In the event an employee is injured in the performance of his duties or incurs a sickness clearly attributable to and unique to his occupation, such employee shall be entitled to sick leave pay not to exceed three hundred sixty-five (365) consecutive calendar days to the extent required by law, but such benefits shall be no more than required by law; such compensation to be reduced by the amount of compensation insurance received by said employee, as pertaining to city employment and city compensation only, if any. Any time off granted by this section shall be computed on an hourly basis and shall be contingent upon said employee filing for worker's compensation benefits immediately upon filing for the leave of absence. Any variance or special consideration to this section shall be subject to review by the City. The employee shall provide written notification to the Fire Chief before the expiration of the three hundred sixty-five (365) consecutive calendar day leave of absence if he is physically unable to return to work at the conclusion of the leave.
  
- b. The above stated leave is subject to the following conditions:
  1. The employee must pass a medical examination by the City physician and complete the Minimum Physical Performance Evaluation as outlined in Appendix C before he will be permitted to return to work. When this opinion conflicts with that of the employee's personal physician, a third opinion shall be obtained from a health care provider jointly selected by the parties from a major health care provider. The panel shall consist of at least five (5) physicians who are board certified in the specialty or area of medical practice related to the condition in dispute. The physician shall be selected by alternately striking names from the panel with the order of strikes determined by a coin flip. The opinion of the physician selected shall be final and binding unless the parties mutually agree otherwise. The cost of the physician shall be divided equally between

the City and the employee. For extended leaves he will be required to furnish a current report from the attending doctor at the end of every forty-five (45) calendar day interval;

2. the employee may not take his vacation immediately following this leave unless the period of time consumed by the vacation and this leave equals three hundred sixty-five (365) consecutive days or less, except in those instances where the vacation was scheduled prior to said injury and the granting of the vacation period does not disrupt the normal operations of the Department.
  3. Upon written request, the Fire Chief shall have the authority to allow earned, unused vacation periods to carry over into the next calendar year at his discretion for those employees unable to use their vacation while on an approved leave of absence. The City may at its discretion pay the employee for unused vacation in lieu of allowing vacation time to accumulate into the next year.
  4. If the employee accepts new employment elsewhere or becomes self-employed subsequent to his/her on-the-job injury or occupational disease leave, the city's portion of compensation benefits shall cease;
  5. If the employee fails to provide written notification to the Fire Chief before the end of his leave that he wants an extension; he will be terminated at the conclusion of the leave;
  6. Any special consideration for an extension of an on-the-job injury paid leave of absence in excess of three hundred sixty-five (365) consecutive calendar days shall be applied for through the Office of the Fire Chief and must be reviewed and approved by the City. The City shall extend the leave and approved benefits until the status of the application for extension has been determined.
- c. Employees who are granted a leave for IOD purposes under subsection (a) above shall cease to accumulate sick leave after completion of a three hundred sixty-five (365) consecutive calendar day leave of absence period, until they return to work. The employee shall not begin to re-accumulate sick leave until he returns to work.
- d. Sick leave pay for IOD purposes shall be computed at the straight-time rate the employee

would have been paid had the employee been working for that period of time.

Nothing in this Section 16.3 shall be construed as a waiver of an employee's rights under PEDDA. The City shall not be required under this Section 16.3 to grant rights or benefits greater than required by PEDDA unless otherwise provided for by the terms of this Agreement.

**SECTION 16.4 NON DUTY RELATED INJURY OR ILLNESS.**

This section applies to an employee who is not able to work due to a non duty related injury or illness and has exhausted or expected to exhaust all remaining benefit time (i.e. sick, vacation) prior to their return, thereby placing them on an unpaid status. Other employees within the unit shall be allowed to substitute time in accordance with FLSA Opinion Letter dated November 23, 2004. The employee requesting to substitute time to assist the injured or ill employee must receive written approval from the Fire Chief or his designee at least 72 hours in advance. An employee can only work a maximum of 6 substitutions per year no more than one per Kelly Period. The injured or ill employee cannot be substituted for a period of more than 1 year unless approved by the Fire Chief or his designee. Substitutions under this provision do not have any impact on other related sections of this agreement.

**ARTICLE XVII**  
**INSURANCE**

**SECTION 17.1 COMPREHENSIVE MAJOR MEDICAL PLAN.** Health insurance coverage shall be provided in accordance with the City's Health Plan mutually agreed to by the parties, and shall include both a city major medical indemnity *plan* with a PPO and an HMO option.

The Union will have the option to join the City's future high deductible health insurance plan in the form of a Health Reimbursement Account or Health Savings Account if established during the term of this agreement.

**SECTION 17.2 PREFERRED PROVIDER ORGANIZATION (PPO).** A plan participant may choose to utilize hospitals, physicians, and other health care providers who are members of a Preferred Provider Organization (PPO). If the participant makes such a choice, the plan will pay according to the Schedule of Benefits set forth for incurred charges by the individual for the services of the PPO. If a participant chooses not to utilize a PPO provider, the Plan will pay according to the Schedule of Benefits for Non-PPO services.

**For PPO Provider Services.** The Plan will pay 80% of the first \$3,000 in eligible charges after the deductible is met, then 100% thereafter in eligible charges per calendar year.

**For Non-PPO Provider Services.** The Plan will pay 70% of the first \$3,000 in eligible charges after the deductible is met, then 100% thereafter in eligible charges per calendar year.

**Out of PPO Serviced Area.** For medical emergencies at a provider located at least 50 miles out of the network serviced area, the Plan will pay 80% of the first \$3,000 in eligible charges after the deductible is met, then 100% thereafter in eligible charges per calendar year.

**SECTION 17.3 PRESCRIPTION BENEFITS.** Employees shall pay \$10.00 per generic prescription and \$15.00 per brand name prescription.

**SECTION 17.4 PREMIUM ALLOCATION.**

- a. Effective with the ratification of this Agreement, the City shall pay eighty percent (80%) of required health/dental insurance premiums for firefighters and Firefighter/Paramedics. Such employees shall pay twenty percent (20%) of required health insurance premiums.
- b. Fire Lieutenants and Captains shall contribute toward the cost of health insurance premiums by paying the same percentage of required health insurance premium cost as is paid by the sworn managerial employees of the fire department, with the City pay the remaining percentage, provided such employees' percentage shall not exceed ten percent (10%).

**SECTION 17.5 COST CONTAINMENT.** The City reserves the right to institute cost containment measures relative to insurance coverage, as long as such coverage remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective surgery for certain designated surgical procedures, and concurrent review in large case management. If a second opinion is required and received, the employee shall have choice as to which opinion to follow.

**SECTION 17.6 SECOND OPINION.** In the event that the City's insurance requires a second opinion (from any source) which may affect the payment of benefits in any manner, and this second opinion states that treatment is not necessary, then the employee may see another doctor of his/her choice (for a third opinion) and that doctor's opinion shall be accepted as to whether or not treatment is necessary. The "third opinion" doctor shall not be from the same firm as the first opinion doctor.

**SECTION 17.7 TERMS OF INSURANCE POLICIES TO GOVERN.** The extent of coverage under the insurance policies including HMO and PPO plans referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policy or plan or benefits there under shall be resolved in accordance with the terms and conditions set forth in the policies or plans, provided such policies or plans do not conflict with Section 17.1 of this Agreement.

**SECTION 17.8 LIFE INSURANCE.** The City shall provide term life insurance coverage for each employee covered by this Agreement equal to one times the employee's annual salary as of the ratification date of this Agreement. The value of such coverage shall be adjusted *each* anniversary date of this Agreement to the next highest \$1,000.

**SECTION 17.9 POLICY CHANGE.** Any time the City is going to institute any new cost containment measures or make any significant procedural change(s), the City shall notify the Union, in writing, two weeks prior to notifying the employees of the change(s).

**SECTION 17.10 SPECIAL TEAMS INSURANCE.** Specialized Response Team members who attend training approved by the Chief or his designee shall be treated for insurance-related purposes as though they were performing their regular work duties.

**SECTION 17.11 BUYOUT.** Any union member has the opportunity to opt out of the City paid medical coverage if he/she is eligible to be covered under an alternative insurance plan, or wishes to reduce their coverage level with the City. Evidence of coverage on an alternative plan for the employee shall be provided to Human Resources before the buyout can be realized.

If the union member waives City paid medical insurance, the buyout amounts will be based on the following coverage levels, and added in equal payments to 24 bi-weekly pay periods and will be subject to applicable income taxes:

1. Waive single coverage-\$500
2. Waive single plus Spouse or Child(ren)-\$1,000
3. Waive Family coverage-\$1 ,500

If the union member decreases their coverage levels, similar incremental amounts apply at \$500 per level. For example, if the union member decreases their coverage from Family to just single, they would receive \$1,000; or from Family to single plus children, they would receive \$500.

If a union member has a spouse that is also a City employee, and the union member is covered under their spouse's coverage through the City, that union member is not eligible for the health insurance buyout.

**ARTICLE XVIII**  
**PHYSICAL FITNESS**

**SECTION 18.1 MEDICAL EXAMINATIONS.** The City may require that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the City and at the expense of the City. The City shall be furnished a copy of any medical report.

**SECTION 18.2 WELLNESS PROGRAM.** A wellness program shall be developed and periodically reviewed by the Health & Safety Committee as established in Section 2.4 of this agreement, and is outline in Appendix C. The purpose of this program is to determine appropriate health screenings and assessments necessary to assist employees in ensuring their physical health, as well as to develop reasonable physical fitness initiatives and standards to ensure that employees are capable of performing their work assignments. As it pertains to the latter, any employee who is unable to meet said standards shall be given all reasonable assistance in attaining such qualifications prior to any disciplinary action.

**SECTION 18.3 SPIROMETRY TESTS.** The City shall provide at its expense that each bargaining unit employee, who is required to wear an SCBA, is medically certified by a qualified physician to wear an SCBA.

Further, the City shall provide and pay for spirometry testing at such times and in such intervals as reasonably determined by the City.

**SECTION 18.4 HEPATITIS B VIRUS INOCULATIONS.** The City shall provide, at City expense, a Hepatitis B Virus (HBV) Inoculation Series to any employee wishing to be inoculated and follow-up confirmation testing as necessary. The City shall offer such inoculation to every new employee. The City may provide, at its expense, such further prophylactic inoculations as it determines necessary or appropriate.

**SECTION 18.5 COMMUNICABLE DISEASES.** Upon notification that an employee is exposed in the course of duty to the risk of transmission of disease, as defined by the U.S. Center for Disease Control, from a person determined to have a disease of a contagious or infectious nature, the

employee shall immediately be notified of such by the City and shall be granted, at City expense, medically necessary tests and/or screening, and prophylactic treatment as determined appropriate by a doctor designated by the City.

**ARTICLE XIX**  
**UNIFORM ALLOWANCE**

**SECTION 19.1 GENERAL ISSUE.** Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall initially be issued such clothing and equipment as is necessary and shall be required to clean and maintain such items properly. Equipment shall be issued by a reputable clothier to be selected by the City.

**SECTION 19.2 AMOUNT OF ALLOWANCE.** Firefighters and Lieutenants covered by this Agreement who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall be provided with a uniform allowance starting with the second year of employment of seven hundred and fifty dollars (\$750.00) per annum, paid in two equal installments on the first payroll checks issued during the months of April and October. With the same requirements as Firefighters and Lieutenants, Captains shall be provided eight hundred and fifty dollars (\$850.00) per annum.

**SECTION 19.3 TURN OUT GEAR.** The City shall furnish a complete set of turn out clothing for all new employees and shall furnish replacements of such clothing on an as needed basis to all employees covered by this Agreement. These items shall include coats, boots, bunkers, helmets, shields, gloves, Nomex hood and all other items of safety equipment that the City may require firefighters to wear from time to time. Minimum specifications for said items shall be determined by the Health & Safety Committee as established in Section 2.4 of this agreement. Items must be returned to be replaced. An individual who voluntarily leaves the employment of the City within three (3) years of their hire date will be responsible for reimbursement to the City for the cost of their turnout gear and initial issue of uniforms as follows:

< 1 Year	100%
< 2 Years	66 2/3%
< 3 Years	33 1/3%

**SECTION 19.4 CARE OF EQUIPMENT.** Employees are responsible for the proper care of their equipment. Failure to properly care for equipment shall, among other things, subject the employee to discipline up to and including discharge from the service of the Department.

**ARTICLE XX**  
**TRANSFERS, DUTY TRADES AND JOB DUTIES**

**SECTION 20.1 JOB OPENINGS.** In the event of a job opening due to promotion, transfer, demotion, retirement or demise of an employee, where the opening is to be filled by a lateral transfer, such transfers shall be made in accordance with the following provisions.

- a. The employer has the right to fill all job openings on a temporary basis pending completion of these provisions.
  
- b. All positions to be filled by lateral transfers shall, time permitting, be announced by a bulletin which shall be posted in convenient locations accessible to all employees for a period of at least fifteen (15) business days. Such positions shall be considered open for written bid for this fifteen (15) business day period.
  
- c. In the event more than one employee submits a written bid to the City for the position, the position shall be given to the employee with the greatest rank seniority where the skill, ability, cohesiveness and required experience level are reasonably determined by the City to be equal among the employees.
  
- d. In the event a bid is not received for a posted position from an employee deemed by the city to be qualified for the position, the position shall be assigned to the employee with the least rank seniority where the skill, ability, cohesiveness, and required experience level are reasonably determined by the City to be equal among the employees.

**SECTION 20.2 TRANSFER OF SHIFTS.** When personnel are transferred from one shift to another (a to b, a to c, b to c, or vice versa) they will receive a minimum of forty-eight (48) hours off from the time they leave one shift until they report for duty of the other shift, circumstances permitting. Such forty-eight (48) hour time off may include a vacation or a Kelly day.

**SECTION 20.3 REGULAR DUTY TRADES.** Regular duty trades and exchanges shall be permitted when a voluntary request is submitted on an appropriate form and complies with the following: (a)

such requests shall not occasion overtime payments at the time they are approved; (b) such requests shall be submitted-at least three (3) calendar days prior to the day of the requested change or trade; and (c) in each fiscal year, the employee requests do not exceed a total of ten (10) trades or exchanges of full or partial duty shifts where the employee initiates the trade request. Additional partial trades or exchanges may be approved by the Fire Chief for educational purposes if the individual is engaged in educational pursuits related to his Fire Department employment. All trades and exchanges must be paid back within six (6) months of the original trade or exchange. Failure to pay back time owed within the specified time period without a valid reason shall cause the loss of future trade and exchange rights for a period of one (1) year. Individuals who accept duty changes cannot be excused for purposes of additional time off the day of the trade. Regular duty trades for Captains shall only be made with another Captain or Battalion Chief so long as the Battalion Chief isn't performing bargaining unit work.

**SECTION 20.4 JOB DUTIES.** All employees shall be prompt in reporting to their assigned duties and shall faithfully perform their duties as assigned. The City shall not assign or add duties not reasonably related to fire suppression, rescue, prevention, extinguishment, and delivery of emergency medical services, training for the foregoing, the normal maintenance of equipment and customary house duties, or those duties previously performed by such employees, without good cause shown based upon reasonable economic and/or public policy reasons for doing so. Nothing herein shall interfere with the rights of employees to volunteer or the City's right to request employees to perform job duties not related to the primary job duties set forth above. Nothing herein shall limit assignments during emergency conditions or situations which threaten the lives or property of citizens. No employee shall be required to perform duties which require specific training for which the employee has not been trained.

**SECTION 20.5 PERFORMANCE EVALUATION.** The performance of each employee may be evaluated at least once each calendar year on a form prepared by the City. Such performance evaluation shall be in writing and should be completed by the rank immediately above the evaluated employee. Persons performing said evaluations shall be those who are reasonably familiar with the employee's job performance during the period covered by the evaluation. The employee shall be provided with a written copy of the performance evaluation and shall sign the evaluation as recognition

of having read and received it. Such signature shall not constitute an agreement with the evaluation. Within seven (7) days after receiving the written performance evaluation, the employee may submit a written response or rebuttal to the evaluation. If such a written response/rebuttal is submitted in a timely fashion, it shall be included in the employee's personnel file along with the performance evaluation. Performance evaluations, or the lack thereof, shall not be subject to the grievance procedure.

**SECTION 20.6 STATION ASSIGNMENTS.** Except for Captains, Biennial station assignments shall be made on the basis of rank seniority where skill, ability, and cohesiveness are considered by the City to be equal, so long as such assignments are not deemed by the City to adversely affect the efficient and harmonious working of the Department and so long as the reason is related to a *bona fide* operational concern. Individuals may be transferred regardless of seniority when the needs of the Department so warrant so long as the reason is related to a *bona fide* operational concern. If a written station transfer request is denied and/or an employee is permanently transferred without the employee's request, then the City shall, provide to the employee in writing a description of the reasons justifying the City's decision.

In accordance with the preceding paragraph, every two (2) years, employees shall select station assignments pursuant to the following schedule and procedure:

- a. Ninety (90) days prior to the start of new station assignments, the Fire Chief or his designee shall post a list of criteria for the upcoming station assignments. This shall include how many members shall be posted at each station as well as any specific considerations for individual stations.
- b. Selection of station assignments shall be administered by the Union in compliance with the Fire Chief's posted criteria.
- c. Within thirty (30) days of the Fire Chief's posting, Lieutenants shall select station assignments on a rank seniority basis. Lieutenants failing to make a station selection in a reasonable timeframe shall have their station assigned by the Fire Chief or his designee based upon available openings.
- d. Within forty (40) days of the Fire Chief's posting, firefighters shall select station assignments on a seniority basis. Firefighters failing to make a station selection in a reasonable timeframe shall have

their station assigned by the Fire Chief or his designee based upon available openings.

- e. Station assignments shall be completed within fifty-five (55) days of the Fire Chief's posting.
- f. The Fire Chief shall post the list of station assignments within thirty (30) days of its implementation. The Fire Chief shall have final approval of station assignments. Any changes/denials of requested station picks must be for bona fide operational purposes. Upon request, the Fire Chief or his designee(s) shall meet with the Union President or his designee to provide him with the *bona fide* operational reasons justifying his decision(s).
- g. Captains. The Shift Commander or his designee shall make bona fide assignments of Captains to stations as needed for the operations of the Department.

#### **SECTION 20.7 FIREFIGHTER/PARAMEDIC STAFFING,**

- a. All new hires shall become certified as paramedics within three (3) years of hire. The City shall make all necessary arrangements and pay normal and reasonable costs, including overtime costs required for the employee to obtain paramedic licensure.
- b. If the City then employs more paramedics than are necessary, the City may reduce such number as follows, in the following order:
  - 1. The most senior Firefighter/Paramedic shall be given the option of withdrawing from paramedic service and thus no longer be compensated as a Paramedic.
  - 2. Subject to the procedures of E, below, if sufficient volunteers are not forthcoming, the Chief may, on a reverse seniority basis, order that Firefighter/Paramedics cease to function as paramedics and thus not be compensated as Paramedics.
  - 3. Firefighters/Paramedics who have elected to withdraw from active paramedic service shall be reasonably supported if they choose to remain licensed (*e.g.*, allowing attendance in continuing education classes within the Fire Department, updating paperwork, *etc.*).

- c) If the Chief determines that more Paramedics are needed, the Chief may increase such number as follows, in the following order.
1. To seek volunteers for Paramedic licensure work with pay, and with such volunteers selected on a seniority basis.
  2. By requiring newly hired personnel to become Firefighter / Paramedic.
  3. If additional Firefighter/Paramedics are needed, the Chief may order that each Firefighter become licensed as a Paramedic and work as a Paramedic on a reverse seniority basis in such event the City shall pay normal and reasonable costs, including overtime costs required for the employee to obtain paramedic licensure.
- d. In the event that the number of Firefighter/Paramedics necessary to provide paramedic services is specified by the Fire Chief to be below 72 Firefighter/Paramedics, then the Union shall have the right to reopen this Article for the purpose of negotiating as to the effects of such action on hours and workload of Firefighter/Paramedics, as well as wages to be paid to them. The parties shall negotiate in good faith over proposals made by each side concerning this Article and, upon request of the Union, for a period of 60 days or more if mutually agreed. if no agreement is reached, either party may invoke interest arbitration under § 14 of the Act, except that the arbitrator shall be selected in accordance with Section 5, Step 4 of this Agreement.

**Section 20.8 LIEUTENANT/CAPTAIN PARAMEDIC STAFFING.** Lieutenants and Captains shall have the option of not being paramedics. However, Lieutenants and Captains who are Paramedics shall be reasonably supported if they choose to remain licensed (e.g., allowing attendance in continuing education classes within the Fire Department, updating paperwork, etc.).

**ARTICLE XXI**  
**DRUG TESTING**

**SECTION 21.1 POLICY.** The City and the Union recognize that the illegal use of drugs, alcohol and/or other controlled substances is a threat to the public welfare and the employees of the Fire Department. Thus, the Fire Department will take the necessary steps, including drug/alcohol testing, to eliminate illegal drug and/or alcohol abuse. It is the goal of this policy to prevent and rehabilitate rather than terminate the employment of workers who are abusing drugs and/or alcohol, although under some circumstances termination may be necessary.

**SECTION 21.2 PROHIBITIONS.** FIREFIGHTERS, FIREFIGHTER/PARAMEDICS, LIEUTENANTS, AND CAPTAINS SHALL BE PROHIBITED FROM:

- a. Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any city premises or job sites, including city buildings, properties, vehicles and the firefighter's personal vehicle while engaged in city business.
- b. Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty;
- c. Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

**SECTION 21.3 EMPLOYEE TESTING.** No employee will be tested for drug abuse unless there exists reasonable suspicion to believe that the firefighter to be tested is under the influence of, or may be using, illegal drugs or that said employee is abusing alcohol or prescribed drugs, or unless the employee has been involved in an accident in a Fire Department vehicle at which he was at fault. No such testing may be conducted without the written approval of the Shift Commander, or his designee. The Shift Commander or his designee must document in writing within thirty-six (36) hours the reason as to why the testing was ordered.

When an employee is requested to submit to a drug test he shall have the right to have a Union Representative present during such test so long as it does not unreasonably delay the test, and he shall be given at least some of the reasons for the test. If the employee waives his right to a Union Representative, such waiver shall be in writing.

Refusal to submit to such test may subject the employee to discipline. Failure to reasonably follow any of these procedures shall result in the elimination of the test results as if no test has been administered. The test results shall be destroyed and no discipline shall be levied against the employee where violations of established procedures exist.

Random or mass testing is prohibited, except as provided in Sections 21.7 and 21.8.

**SECTION 21.4 URINE COLLECTION.** Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while submitting a sample unless there exists reasonable suspicion that the sample will be altered. Administrative procedures and biologic testing of the samples shall be conducted to prevent the submission of fraudulent tests. If testing could result in employee discipline, there shall be reserved a split sample for independent analysis.

**SECTION 21.5 TESTING PROCEDURES.** The City shall use only laboratories which are federally certified and hold all required state licenses. Chain of custody procedures shall be followed which will preserve the integrity of the sample from collections through storage and the conduct of the tests shall be scientifically valid. All urine collections shall be of the split sample type for the purpose of further independent analysis. If the sample is violated in any manner, or the procedure is improperly administered, the sample will be invalid for testing.

- a. The initial test shall be a 10 panel urine drug screen and shall use an Enzyme Multiplied
- b. I. Immunoassay Technique (EMIT) screening method. The drug group to be tested and standards to be used shall be the then current SAMHSA (Substance Abuse and Mental Health Services Administration) testing standards.

II. Positive initial results must be confirmed through the gas chromatography/mass spectrometry (GC/MS) method of confirmation. When a second drug test is performed as a result of a positive result in relation to an initial drug test, the following drug groups will be tested and the standards for confirmation shall be:

DRUG GROUP	DRUG OR METABOLITE	INITIAL TEST LEVEL NANOGRAMS
Amphetamine	Amphetamine	500 ng/ml
	Methamphetamine	500 ng/ml
Cocaine	Benzoyllecgonine	150 ng/ml
Marijuana	delta-9-THC-9-COOH	15 ng/ml
Opiate	Codeine	300 ng/ml
	Total Morphine	300 ng/ml
Phencyclidine	PCP	25 ng/ml
Barbiturates	Secobarbital	200 ng/ml
	Phentobarbital	200 ng/ml
	Phenobarbital	200 ng/ml
	Butobarbital	200 ng/ml
Benzodiazepines	Oxazepam	50 ng/ml
Methadone	Methadone	300 ng/ml
Methaqualone	Methaqualone	300 ng/ml
Propoxyphene	Propoxyphene	300 ng/ml
	Norpropoxyphene	300 ng/ml

- c. An initial positive screening test result shall not be submitted to the City; only positive GC/MS confirmatory test results will be reported to the City. The City shall provide an employee with a copy of any test results which the City receives with respect to such employee and upon request such other information as is required to assure the tests were properly conducted.
- d. A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a federally certified laboratory.

- e. All results shall be evaluated by a suitably trained professional prior to being reported. Test results shall be treated with the same confidentiality as other employee medical records. The test results shall not be reported outside the Fire Department and Personnel Department, except where required for disciplinary purposes, or as part of a lawsuit.

**SECTION 21.6 ALCOHOL.** An employee under the influence of alcohol, as described in this Article who tests at a level of .04 or greater on the BAC standard, or at a comparable standard for urine testing, may be subject to discipline, up to and including discharge.

**SECTION 21.7 RANDOM TESTING.** All members of the Bargaining Unit shall be subject to random drug/alcohol testing. Members shall be assigned a RANDOM number that same day and selection of those to be tested shall be determined by a random drawing conducted by the Fire Chief, in the presence of a Union Representative selected by the Union. The Chief will be permitted to have two (2) random drawings per shift per year with a maximum of four (4) persons per drawing that may be selected for testing. Numbers shall be drawn in a random fashion. For purposes of random drawing, 40 hour shift employees shall be evenly divided between and designated to one of the 24-hour shifts. The pool from which each random drawing will be made shall include all bargaining unit employees in the department on the shift (including 40 hour shift employees designated to the shift), but shall exclude employees on injury, illness (occupational) and sick leave, vacation, Kelly, holiday or personal day leave. After an employee is selected, testing will conform to the provisions of this Article.

**SECTION 21.8 EMPLOYEE DISCIPLINE AND FOLLOW UP TREATMENT.** Each person whose urine tests positive for illicit drugs/alcohol (or for the abuse of legally prescribed drugs) shall be medically evaluated, counseled and treated for rehabilitation (following the first offense only). Said employee shall be subject to random testing a maximum of four times per year for a two year period and, for a first time offense, may be disciplined up to and including suspension not to exceed five duty days. Failure to comply with the recommendations of a rehabilitation program or a subsequent positive test result may result in discharge. Employees consuming, possessing, or dealing illicit drugs/alcohol while on duty shall be subject to immediate discharge.

**SECTION 21.9 PAYMENT FOR TESTING.** All drug/alcohol testing except for a confirmatory test requested by an employee under Section 21.5.d., above, shall be at the City's expense and shall be conducted while the employee is on duty or is being paid.

**SECTION 21.10 CHEMICAL DEPENDENCY PROGRAM.** An employee may at any time voluntarily enter the chemical dependency program without fear of disciplinary actions. This Program is designed to provide care and treatment to employees who are in need of rehabilitation. Details concerning treatment any employee receives at this Program shall remain confidential and shall not be released to the public.

When undergoing treatment and evaluation employees shall receive the usual compensation the fringe benefits provided at their assigned position, where such employee has such accumulated benefit time available.

**SECTION 21.11 RIGHT OF APPEAL.** Each employee has the right to challenge the results of drug testing in the same manner that the employee may grieve any managerial action.

**SECTION 21.12 DUTY ASSIGNMENT AFTER TREATMENT.** Once an employee successfully completes rehabilitation, the employee shall be returned to his/her regular duty assignment. Each reassignment during treatment shall be based on each individual's circumstances. If follow-up care is prescribed after treatment, this may be a condition of employment. If the employee needs on-going treatment, the employee may be provided time off while on duty, if so needed, provided the employee has available sick leave and/or personal time from which to draw.

**SECTION 21.13 CONFLICT WITH OTHER LAWS.** This Article is in no way intended to supersede or waive any employee's federal or state constitutional rights.

**ARTICLE XXII**  
**OUTSIDE EMPLOYMENT**

**SECTION 22.1 OUTSIDE EMPLOYMENT.**

- a. ***Generally.*** Employees shall file and keep current with the Fire Chief a written record, including a description of the duties involved, of their outside employment (including self-employment) and addresses and telephone numbers where they can be contacted if necessary. Employees may not hold outside jobs, including self-employment, which will result in a conflict of interest, impair their ability to perform their Fire Department duties, or constitute an unusual or unreasonable risk of injury or illness.

Employees who suffer an occupational injury or disability compensable under the Workers' Compensation Act as a direct result of other employment or outside business interests shall not be eligible for workers' compensation benefits from the City. An employee's filing for a claim for workers' compensation benefits from the City for an injury or disability that is the direct result of other employment or an outside business will result in discipline, up to and including discharge.

An employee who suffers an injury or disability that is the direct result of other employment or an outside business shall have the obligation to file a claim for such workers' compensation benefits as may be available to him from his other employment or outside business. Upon receiving workers' compensation benefits awarded to him pursuant to such claim, he shall reimburse the City for sick leave used while absent due to his compensable injury or disability, provided that such reimbursement shall not exceed the amount of absence-from-work benefits received pursuant to his workers' compensation claim.

- b. With the exception of the "Silver Spanner" program, no employee shall perform firefighting and/or EMS duties in a 9-1-1 capacity for pay in any rank for any other employer. Authorization for participation in the "Silver Spanner" program shall be at the discretion of the Fire Chief. This restriction is based upon the following factors:

1. The provision of fire protection services to the public is a dangerous occupation requiring highly trained, physically capable personnel using appropriate methods and equipment under the direction of experienced supervisors. As such, the performance of fire protection duties without the requisite training, methods, equipment or supervision may threaten the health and well-being of employees and the public.
2. Employees who perform fire protection duties as a second job are subject to increased exposure to hazardous conditions that risks a greater incidence of illness or injury. Consequently the performance of such duties for other municipalities could adversely affect an employee's ability to perform fire protection duties for the City of Waukegan.
3. State statutes have established a presumptive causal relationship between an employee's fire suppression duties and several disabilities an employee may develop. The City of Waukegan, its pension funds and its taxpayers are financially liable for the employee's duty disability benefits and has a duty to be sure that such disabilities are the result of the employee's work for the City of Waukegan and not for another secondary employer.

**SECTION 22.2 LEAVE FOR UNION PRESIDENT.** Upon written request submitted to the Chief at least two weeks in advance, the Union President or his designee shall be granted leave without pay for any schedule duty day(s) that are needed to attend the State and National convention of the IAFF, semi-annual meeting of the northern District of the AFFI, and semi-annual meeting of the eighth District of the IAFF, The time that the Union President or designee is absent from regularly-scheduled hours of work while on such unpaid leave will nevertheless be counted as hours worked for the sole purpose of determining eligibility for overtime pay, for FLSA purposes provided in this agreement.

**ARTICLE XXIII**  
**PERSONNEL FILES**

**SECTION 23.1 INSPECTIONS.** Upon appropriate request, an employee may inspect his personnel file during non-working hours at a time and in a manner mutually acceptable to the firefighter and the City, or during working hours where it will not adversely affect the firefighters performance of his duties, with the expressed authorization of the Fire Chief, or his designee, subject to the following:

- a. Upon request, an employee who has a written grievance on file who is inspecting his personnel file with respect to said grievance may have a Union Official present during such inspection so long as the Union Official, if an employee, is on non-paid status during the inspection.
- b. Copies of materials in an employee 's personnel file shall be provided to the firefighter, upon request, if such materials are to be used in the processing of a grievance at the second step or beyond. The Union shall bear the cost of duplication.
- c. An employee shall be provided a copy of each completed evaluation form prepared subsequent to the effective date of this agreement where such form will play a role in the employee's evaluation of performance.
- d. Pre-employment information, such as reference checks and responses, or any information at any time received by the City with the specific request that it remain confidential, shall not be subject to inspection or copying,

**SECTION 23.2 REJOINDER.** An employee may file a written rejoinder in his personnel file concerning any material in the file.

**ARTICLE XXIV**  
**SOLICITATION**

**SECTION 24.1 SOLICITATION.** The City acknowledges that the Union, or its agents, may be conducting solicitations of Waukegan residents, citizens, or merchants and businesses. The Union, or its agents, agrees that none of its officers, agents, or members will solicit any person or entity for contributions or donations on behalf of the Waukegan Fire Department or the City of Waukegan.

The Union agrees that the City name, shield or insignia, communications systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees may not be conducted on work time. Neither the Union, the Northeast Professional Illinois Firefighters Association, the Associated Firefighters of Illinois, the International Association of Firefighters, nor their agents or representatives may use the words "Waukegan Fire Department," "Waukegan Firefighters Association," or the "City of Waukegan" in any solicitation. The Union further agrees that any oral or written solicitation of Waukegan residents, citizens, or merchants and businesses shall include the words: "This solicitation is not made on behalf of, nor do the receipts go to the benefit of the City of Waukegan or the Waukegan Fire Department."

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by the Union or its agents directed to the general public, nor shall it limit the City's or the Union's right to make comments concerning solicitation.

**ARTICLE XXV**  
**RESIDENCY**

**SECTION 25.1 RESIDENCY.** There shall be no residency requirement for employees covered by this Agreement. The parties further agree that in the event the City should seek in any successor agreement to modify or restrict this established condition of employment, its proposal shall be negotiated in good faith. In the event agreement cannot be reached, the dispute shall be submitted to interest arbitration and the Union and the City expressly agree, in accordance with the authority granted by Sec 14 (p) of the IPLRA, 5 ILCS 315/14 (P), that any proposal by the City seeking to impose restrictions on employees' rights to establish or continue residency in a place of their choice, including a residence outside the State of Illinois, shall be treated as a mandatory subject of bargaining.

**ARTICLE XXVI**  
**PROMOTIONS**

**SECTION 26.1 GENERAL.** Pursuant to Section 10 (e) of the Illinois Fire Department Promotion Act (“IFDPA”) (PA. 93-0411) and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that the process for promotion to the rank of Lieutenant or Captain for the term of this Agreement shall be governed solely by the provisions of this Article and that such provisions shall supersede and be in lieu of the provisions of the Fire Department Promotion Act (IFDPA), and that the provisions of this Article shall also supersede the rules and regulations of the Waukegan Board of Fire and Police Commissioners (“Board”), and the Municipal Code and the rules and regulations of the Board to the extent they conflict with the provisions of this Article. The City and the Union expressly waive any rights either may respectively otherwise possess under these statutes and rules. The parties recognize that in accordance with § 10 (e) of the IFDPA, this Article contains provisions which vary from the terms of the IFDPA and as such are permissive subjects of bargaining. The parties recognize that certain provisions relating to mandatory subjects were compromised by the City in consideration for agreement on the part of the Union to include provisions that modify the provisions of the IFDPA or waive the applications of such provisions. The parties respectively acknowledge that either party may propose modifications of this Article in the successor agreement and that such proposals may impact upon the balance established under this Article. In such event, the concessions made by either party under the terms of this Article shall not prejudice either party’s rights to withdraw or modify such terms in regard to the negotiation of the terms of a successor article.

**SECTION 26.2 VACANCIES.** This Article applies to promotions to vacancies in the rank of Lieutenant or Captain. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period of up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

**SECTION 26.3 ELIGIBILITY.** All promotions shall be made from employees in the next lower rank and the following criteria shall apply:

- a. Candidates for promotion to Lieutenant shall have completed seven (7) years previous full time service with the Department as of January 1 of the year in which the examination is administered. Candidates for promotion to Captain shall have completed five (5) years in grade with the Department as of January 1 of the year in which the exam is administered.
- b. Candidates shall be licensed as EMT-Basic (EMT-B).
- c. Candidates shall have either:
  - 1. Completed the courses for Fire Officer I provisional certification for the Lieutenant's exam or completed the courses for Fire Officer II for the Captain's exam, or
  - 2. Earned an Associate Degree in Fire Science, or
  - 3. Earned a Bachelor Degree in Arts or Sciences.

**SECTION 26.4 WEIGHT OF FACTORS.** All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of candidates on promotional lists shall be based on the points achieved by each candidate on promotion examinations consisting of the following six (6) components, weighted as specified:

For the Lieutenant / Captain position:

Written Examination	50%
Seniority	17%
Ascertained Merit	12%
Chief's Points	10%
Peer Review	4%
Civil Service Interview	7%

The Written Exam, Chief's Points, and Civil Service Interview components of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.

Candidates shall be ranked on the preliminary promotional list in rank order based on the highest to the lowest points scored on all of the components of the test.

**SECTION 26.5 FACTORS.** The components for scoring shall consist of the following items in order as listed and described below.

1. Assignment of Seniority Points as earned
  2. Assignment of Chiefs Points
  3. Assignment of Ascertained Merit Points as earned
  4. Assignment of Peer Review Points
  5. Written Examination
  6. Civil Service Interview
  7. Veterans Points
- a. **Seniority:** Seniority is measured in months as a sworn firefighter / officer with the Waukegan Fire Department. For calculating purposes the end date shall be the date of the written examination. Calculating seniority points for candidates testing for the rank of Lieutenant: For every consecutive month of seniority with the Waukegan Fire Department .0675 points shall be awarded, with a maximum of 17 points. Calculating seniority points for candidates testing for the rank of Captain: For every consecutive month of seniority with the Waukegan Fire Department .0567 points shall be awarded, with a maximum of 17 points. Seniority points for all candidates shall be posted prior to the written examination. No seniority points shall be awarded for previous experience.
- b. **Chief's Points:** The Chief shall award points based upon job-related merit criteria uniformly applied to all applicants. The criteria shall be reasonably related to the criteria applied by the

chief in the most recent previous test. Chief's points awarded to all candidates shall be posted prior to the written examination according to a confidential candidate identification number. Each candidate shall have the right to their score on this component at the time of such posting. In addition, the City shall also provide to a Union Representative (who shall not be a candidate challenging the promotional examination) the key which identifies the candidates and their scores. It is understood that such information is provided to the Union to allow it to monitor and evaluate the administration of the test components, enforce the contract terms and otherwise perform its collective bargaining responsibilities.

- c. **Ascertained Merit:** Candidates for Captain / Lieutenant Ascertained Merit points shall be the total number from the criteria listed below, with a maximum of twelve (12) points. Ascertained merit points may not exceed twelve (12) points for the Lieutenant / Captain position. Ascertained merit points shall be awarded for education, training and certification in subjects and skills related to the fire service, as set forth below:

<b>Merit Criteria</b>	<b>Point Value</b>
<b>College Level Education (no pyramiding)</b>	
Master's Degree in Fire Science	9
Bachelor's Degree in Fire Science	6
Associate's Degree in Fire Science	3
Associate's Degree in Emergency Medical Services	3
Master's Degree in any other field	6
Bachelor's Degree in any other field	3
Associate's Degree in any other field	1.5
<b>Fire Officer Certification (OSFM)</b>	
Fire Officer I (Provisional)	2
Fire Officer II (Provisional)	2
<b>WFD Special Teams (Active Membership)</b>	

A.	Technical Rescue ( points per discipline)	.5
C.	Dive/Rescue	2
D.	Boat Operator (USCG Certified)	1
E.	Side Scan Sonar	1
F.	Haz Mat Technician	2
G.	Hazardous Devices Technician	2
H.	Aircraft Rescue Firefighter (ARFF)	2
I.	Bike Medic	1
J.	Honor Guard	1
K.	Combat Challenge Team	1
	Fire Prevention Officer	2
	Wildland	2
	Fire Apparatus Engineer (FAE)	1
	Fire and Arson Investigator (Module I, II, and III)	1 point each
<p><b>Notes:</b></p> <p>Special team points accrual requires a minimum of one year experience prior to the date of the written examination for Captain or Lieutenant. Any member having completed the time requirement for a team but is no longer an active member shall receive listed points. Certifications in the above programs (certificates presented) shall meet the criteria for obtaining ½ of the listed points.</p>		
<p><b>University of Illinois Fire Service Institute (FSI) Program</b></p>		
A.	Breathing Apparatus Specialist (Smoke Divers)	1 point each
B.	Fire Attack and Suppression Techniques (FAST)	1
C.	Vehicle/Machinery Rescue Operations	1
D.	Attendance at FSI Fire College or Winter Fire School	.5
<p><b>Emergency Medical Services</b></p>		
A.	AHA Advanced Cardiac Life Support (ACLS) (Current Certification)	.5
B.	AHA Pediatric Advanced Life Support (PALS) (Current Certification)	.5

C.	Basic Trauma Life Support (BTLS) (Current Certification)	.5
D.	AHA Basic Life Support (BLS) (Current Certification)	.5
<p><b>Note:</b> WFD Paramedic Preceptors will receive 2 points beginning with subsequent examination processes.</p>		

Ascertained merit points shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given a reasonably equal opportunity to obtain available points. Points awarded for ascertained merit for all candidates shall be posted prior to the written examination.

- d. **Peer Review:** The Chief shall administer a peer review process of candidates qualified for promotion. Using a confidential, peer review worksheet, all members of the bargaining unit (who are not being reviewed) are eligible to participate in the peer review process according with the factors set forth in Appendix D. The tally of the scores attained shall be computed by the Chief and the Union President or their designees.
- e. **Written Examination:** The written examination shall be administered in accordance with the procedures set forth below:
1. Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test or offsite by a bona fide testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

2. Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Article and the IFDPA for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.
3. Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of three (3) years, whichever is less, for the ranks of Lieutenant and Captain and shall make these materials available and accessible at each duty station.

f. **Civil Service Oral Interview:** The Waukegan Police and Fire Commission shall conduct a structured oral interview with each of the eligible candidates testing for the rank of Fire Lieutenant / Captain.

Such interview shall be designed to assess each candidate's abilities and qualities of leadership based upon the following criteria:

1. Leadership by example and demonstration of superior knowledge and skills.
2. Ability to motivate members of team to perform unpleasant tasks or assignments.
3. Ability to make unpopular decisions when necessary.
4. Ability to allow group to devise a solution to a problem rather than on insisting on doing it my way.
5. Willingness to stand up for convictions.
6. Ability to identify and align team's strengths and weaknesses.
7. Ability to separate personal emotions from objective factors required to make sound judgment.
8. Ability to function under stress in a calm, deliberate manner that inspires confidence.

9. Quality of Character – optimism, creativity, integrity, dependability.
10. Ability to sacrifice personal interests to the needs of the group as a whole.

Each Candidate's score on each criterion shall be documented and scored based on a 100-point scale. Scoring sheets shall be preserved and made available upon request to the candidate and/or the Union. The Civil Service Oral Interview must be scheduled and conducted within twenty (20) business days of the written exam.

- g. Once the Civil Service Interview points are awarded, a preliminary promotional list shall be posted, showing the names of each candidate and their overall composite score. In the event that a candidate scores less than seventy (70) percent after all components in aggregate for the process described above, that candidate shall be ineligible to be placed on the final list for promotion.
- h. **Veteran's Points:** A candidate on the preliminary promotion list who is eligible for veteran's points under 65 ILCS § 5/10-1.16 may file a written application (accompanied by all relevant documentation) within ten (10) days after the initial posting of the preliminary promotion list. If requested, the veteran's points shall be added to the candidate's total score on the preliminary promotion list. The City shall then make adjustments to the rank order on the preliminary promotion list based on any veteran's points that have been awarded. The final promotion list shall then be posted on the bulletin board at each fire station listing in rank order by name, from highest to lowest, the scores of all candidates. If no veteran's points are submitted, then the preliminary list (including its original date of posting) shall be designated as the final list.

Any candidate who wishes to withdraw from the promotional process at any point before the completion of all the components of the examination process shall do so by advising the Fire Chief in writing.

**SECTION 26.6 ORDER OF SELECTION.** Whenever a promotional rank is created or becomes vacant, as provided in Section 2 of this Article, due to resignation, discharge, promotion, death, or the

granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reason for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

**SECTION 26.7 DURATION.** A final promotion list shall be effective for a period of two (2) years from the date of its posting. The City shall take all necessary steps to ensure that the Civil Service Commission maintains in effect current eligibility lists so that promotion vacancies are filled not later than 60 days after the occurrence of the vacancy. If there is no final adjusted promotion list in effect for that position on the date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

**SECTION 26.8 WAIVER.** The parties hereby waive the monitoring required by § 25 of the IFDPA.

**SECTION 26.9 RIGHT TO REVIEW.** Pursuant to Article V of the parties' collective bargaining agreement, the Union or any affected employee who believes an error has been made with respect to

the administration of any test component or any procedure provided under this Article shall have a right to review of the matter, subject to the following conditions:

- a. The grievance shall be limited to disputes relating to a claim that the City failed to follow the requirements of this Article in administering the test. Only such objective grievances shall be allowed under the parties' grievance procedure, contained in Article V;
- b. The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test other than the accuracy of the computations of the points awarded.
- c. In the event of grievance disputes arising under the terms of this Article, the parties adopt the definitions set forth in § 5 of the IFDPA to facilitate resolution of any conflicts.

Every examinee shall have the right to their score on each component of the exam upon its completion. In addition, the City shall also provide to a Union Representative (who shall not be a candidate challenging the promotional examination) the key which identifies the candidates and their scores. It is understood that such information is provided to the Union to allow it to monitor and evaluate the administration of the test components, enforce the contract terms and otherwise perform its collective bargaining responsibilities.

**SECTION 26.10 NON-WAIVER.** This Agreement shall not be construed as waiving §§ 10(a), (b), (c), (d) and 65 of the IFDPA.

**ARTICLE XXVII**  
**SENIORITY**

**SECTION 27.1 SENIORITY DEFINED.** Seniority shall be defined in two ways: (1) Department Seniority; and (2) Rank Seniority.

**Department Seniority:** Departmental seniority shall be defined as the length of continuous full-time employment as a sworn member of the Waukegan Fire Department with original appointed through the Waukegan civil service process. Seniority between two employees having the same accrued seniority shall first be resolved on the basis of hire date and, if conflict still exists, then on the basis of their order on the civil service eligibility list from which they were hired, with the employee higher on the list being considered the more senior.

**Rank Seniority:** Rank seniority shall be defined as the length of continuous full-time employment with the Waukegan Fire Department at a specific promotional rank (i.e. Lieutenant and Captain). Seniority between two employees having the same accrued rank seniority shall first be resolved on the basis of promotional date and, if conflict still exists, then on the basis of their order on the civil service promotional list from which they were promoted, with the employee higher on the list being considered the more senior. For the purposes of this definition a non-officer's (i.e. firefighter and firefighter/paramedic) rank seniority shall be the same as their department seniority.

**SECTION 27.2 SUSPENSION OF SENIORITY.** Both department and rank seniority shall only be suspended when an employee is:

1. On layoff status;
2. Placed on unpaid leave (unless otherwise agreed to by the City) of thirty (30) consecutive calendar days or more except for leave covered by State and Federal Law;
3. Suspended for just cause under the disciplinary procedures outlined in this Agreement with the result of the employee missing one (1) or more of their assigned duty shifts;

4. Approved disability pension.

Employees whose seniority is suspended shall have their department and rank seniority adjusted by the length of the employee's absence.

**SECTION 27.3 TERMINATION OF SENIORITY.** Unless otherwise specified, both department and rank seniority shall be terminated upon termination of employment:

Employees whose seniority is terminated shall not have their department and rank seniority retroactive should they return.

**SECTION 27.4 SENIORITY LIST.** The City shall maintain and keep current a roster of the employees covered by this Agreement, showing their current position classification and applicable department and rank seniority. The City shall make said list available for inspection by an authorized Union representative at all times during regular City business hours. The City shall post at each fire station an updated/current seniority list at least once every calendar year during the month of January. Said list shall show the position classification and applicable seniority for each employee on the date indicated. A copy of this list shall be furnished to the Union when posted.

Any objection to the seniority list as posted shall be reported in writing to the Fire Chief (or his designee) and the Human Resources Director within five (5) weeks of the date of its posting, otherwise the seniority list shall stand approved as posted and the facts set forth in it shall not be subject to subsequent challenge by either the Union or the City.

**SECTION 27.5 APPLICATION OF SENIORITY.** Unless otherwise specified in this Agreement, seniority shall, for the purpose of this Agreement, be applied as follows:

Department Seniority shall be used for all instances when employees of different ranks are being compared (i.e.: Vacation Selection, Training opportunities, Special Team selection, etc.).

Rank Seniority shall be used for all instances when the position/issue is exclusive to one Rank. (I.e.: Station selection, shift transfer, etc.)

**SECTION 27.6 LAYOFF & RECALL.** As outlined in this Agreement, in the event of a layoff of one or more employees, the employee with the least departmental seniority shall be laid off first. Employees shall be recalled from layoff according to their departmental seniority. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled and hired.

During the layoff process, if the need arises to reduce an officer (lieutenant or captain), the officer with the least rank seniority shall be reduced first. When this occurs, the reduced officer shall be entitled to bump the least senior employee (as defined by rank seniority) in the next lower rank/classification. Any officer affected by this bumping process may avail himself of the same process against a lower ranking officer, in order that the affected officer may be reduced rather than laid off. When the reduction-bumping process is complete and the non-officer (firefighter or firefighter/paramedic) rank is attained, then the employee with the least departmental seniority shall be laid off as per the provisions of this section. Officers shall be recalled from reductions (due to layoff) according to rank seniority. No new officers shall be promoted until all officers on said reduction layoff status desiring to return to their previous rank have been recalled/restored to their previous rank.

When an employee has been laid off, or an officer (lieutenant or captain) has been reduced because of layoff, position elimination, or "bumping", the name of such employee shall be placed on a preferred reemployment list for the appropriate rank/classification. All names shall remain on said list until the laid off employee is offered the opportunity for re-hire and the reduced officer is offered the opportunity for restoration to their former rank. When a laid off employee is re-hired or an officer reduced because of layoff (or otherwise) is restored to the prior higher rank, they shall be credited with departmental seniority and rank seniority as if they had not been laid off or demoted. Laid off employees or employees reduced because of layoff or otherwise shall be notified of their re-hiring, or restoration, at their last address on file with the Fire Department and/or the Human Resources Department. Any such employee shall forfeit their right of re-hire or restoration to the previous higher rank if they do not report to the Fire Chief their willingness to return to work within thirty (30) days after notification, in writing, of their eligibility to return to work, or having reported such willingness, they do not in fact return to work within thirty (30) days after notification.

**ARTICLE XXVIII**  
**REOPENER**

Notwithstanding any provisions to the contrary, the following items will, at the option of either party, be subject to reopened negotiations upon thirty (30) days' written notice to the other party:

- a. If, at any time during the life of this Agreement any portion of the five percent (5%) Utility Tax shall be reduced or eliminated by litigation or Council action, the City has the option to reopen negotiations over the wage rates contained in this Agreement. However, if the Union and the City cannot come to an agreement during such renegotiations, then the wage rates contained in this Agreement shall remain in full force and effect and the City may proceed with whatever cost-cutting measures, if any, it deems to be appropriate.

**ARTICLE XXIX**  
**SAVING CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and un-enforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provisions.

**ARTICLE XXX**  
**ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreement, whether written or oral, which conflict with the express terms of 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 or ordinance 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. Therefore, the City and the Union for the duration of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement except that the Union shall have the right to effects bargaining as provided in the Illinois Public Labor Relations Act and the City shall have the right to temporarily implement management decisions pending final resolution of any effects bargaining as timely requested by the Union, unless specifically provided otherwise in this Agreement.

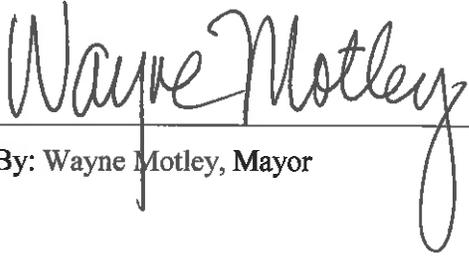
**ARTICLE XXXI**  
**TERMINATION**

**SECTION 31.1 TERMINATION IN 2018.** This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the thirtieth day of April, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one-hundred and fifty (150) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than one hundred and twenty (120) days prior to the anniversary date except if otherwise mutually agreed. For the purpose of this agreement only in the event no meeting is scheduled by the 120 day limit, the Union may invoke mediation 90 days prior to the expiration of the contract, provided no interest arbitration may be scheduled prior to the expiration of the contract (4-30-18). In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 14<sup>th</sup> day of September, 2015.

**CITY OF WAUKEGAN**

**INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS LOCAL #473**



A handwritten signature in blue ink that reads "Wayne Motley". The signature is written in a cursive style and is positioned above a horizontal line.

By: Wayne Motley, Mayor



A handwritten signature in blue ink that reads "Mark Kolar". The signature is written in a cursive style and is positioned above a horizontal line.

By: Mark Kolar, President

**Appendix A (Firefighters / Firefighters-Paramedics)**

		<b>FIREFIGHTERS</b>			
		March 1, 2014	2% March 1, 2015	2% May 1, 2016	2% May 1, 2017
STEP 1	Apprentice Recruits (Less than 1 year)	\$ 54,817	\$ 55,913	\$ 57,032	\$ 58,172
STEP 2	Apprentice (1 yr to 2 yrs)	\$ 62,965	\$ 64,225	\$ 65,509	\$ 66,819
STEP 3	Apprentice II (2 yrs to 3 yrs)	\$ 68,892	\$ 70,269	\$ 71,675	\$ 73,108
STEP 4	Journeyman Firefighter (3 yrs to 6 yrs)	\$ 74,077	\$ 75,559	\$ 77,070	\$ 78,611
STEP 5	6 yrs to 9 yrs	\$ 76,299	\$ 77,825	\$ 79,382	\$ 80,969
STEP 6	9 yrs to 12 yrs	\$ 78,522	\$ 80,092	\$ 81,694	\$ 83,328
STEP 7	12 yrs to 15 yrs	\$ 80,744	\$ 82,359	\$ 84,006	\$ 85,686
STEP 8	After 15 yrs	\$ 82,966	\$ 84,626	\$ 86,318	\$ 88,044
LONGEVITY 15 + years *		\$ -	\$ 85,472	\$ 87,181	\$ 88,925

		<b>FIREFIGHTER-PARAMEDICS</b>			
		March 1, 2014	2% March 1, 2015	2% May 1, 2016	2% May 1, 2017
STEP 1	Apprentice Recruits (Less than 1 year)	\$ 58,521	\$ 59,691	\$ 60,885	\$ 62,103
STEP 2	Apprentice (1 yr to 2 yrs)	\$ 66,669	\$ 68,003	\$ 69,363	\$ 70,750
STEP 3	Apprentice II (2 yrs to 3 yrs)	\$ 72,595	\$ 74,047	\$ 75,528	\$ 77,039
STEP 4	Journeyman Firefighter (3 yrs to 6 yrs)	\$ 77,781	\$ 79,336	\$ 80,923	\$ 82,542
STEP 5	6 yrs to 9 yrs	\$ 80,003	\$ 81,603	\$ 83,235	\$ 84,900
STEP 6	9 yrs to 12 yrs	\$ 82,225	\$ 83,870	\$ 85,547	\$ 87,258
STEP 7	12 yrs to 15 yrs	\$ 84,448	\$ 86,137	\$ 87,859	\$ 89,617
STEP 8	After 15 yrs	\$ 86,670	\$ 88,403	\$ 90,172	\$ 91,975
LONGEVITY 15 + years*		\$ -	\$ 89,288	\$ 91,073	\$ 92,895

**Appendix B (Lieutenants / Captains)**

		LIEUTENANTS							
		2%			2%			2%	
		March 1, 2014	March 1, 2015 Over 15 years		May 1, 2016 Over 15 years		May 1, 2017 Over 15 years		
STEP 1	Start	\$ 92,596	\$ 94,448	\$ 95,393	\$ 96,337	\$ 97,301	\$ 98,264	\$99,247	
STEP 2	After 1 Yr.	\$ 95,559	\$ 97,471	\$ 98,445	\$ 99,420	\$ 100,414	\$ 101,408	\$102,422	
STEP 3	After 2 Yr.	\$ 97,782	\$ 99,737	\$ 100,735	\$ 101,732	\$ 102,749	\$ 103,767	\$104,804	

		CAPTAINS							
		2%			2%			2%	
		March 1, 2014	March 1, 2015 Over 15 years		May 1, 2016 Over 15 years		May 1, 2017 Over 15 years		
STEP 1	Start	\$ 102,967	\$ 105,026	\$ 106,077	\$ 107,127	\$ 108,198	\$ 109,269	\$110,362	
STEP 2	After 1 Yr.	\$ 104,449	\$ 106,538	\$ 107,603	\$ 108,668	\$ 109,755	\$ 110,842	\$111,950	

**APPENDIX C**  
**WAUKEGAN FIRE DEPARTMENT**  
**WELLNESS PROGRAM**

The City and the Union recognize that firefighting and emergency medical services are inherently stressful and physically demanding. For this reason Fire Department personnel should be in good physical condition in order to perform their duties effectively and safely, to protect themselves, co-workers, and citizens. The City recognizes that it has a responsibility to provide a safe working environment, consistent with the inherent risks and hazards of the job, including but not limited to, insuring that employees are physically fit. This Wellness Program shall be viewed as positive and not punitive in any way, used to promote health and wellness throughout one's career in the fire service. No employee will be disciplined for failure to meet each and every goal that has been established as long as the employee makes a good faith effort and any failure to physically perform does not demonstrate a substantial risk that the employee cannot perform the essential duties of their job. Initial efforts will be directed towards wellness and rehabilitation.

**MEDICAL EXAMS (PHYSICALS)**

The City shall provide and pay for a medical examination (physical) for all employees covered by this Agreement, on a triennial basis initially implemented in accordance with the following schedule:

- Fiscal year 2014-2015\*: Oldest 1/3<sup>rd</sup> of employees;
- Fiscal year 2015-2016\*: Next oldest 1/3<sup>rd</sup> of employees not included in FY 2014-2015;
- Fiscal year 2016-2017\*: Next oldest 1/3<sup>rd</sup> of employees not included in FYs 2014-2016;

*\*May 1<sup>st</sup> to April 30<sup>th</sup>*

*On the years that employees are not eligible for a physical due to the above agreement, the city and union acknowledge that physicals are available to all employees through their city's health insurance and that they are encourage to take advantage of said benefit through their private physician.*

All medical examinations will be performed by Health Endeavors or an outside party mutually agreed upon by both the City & the Union and shall include the following:

- Medical / Occupational history
- Physical examination (flexibility assessment & body composition)
- Lab Work (blood and urine)
- Spirometry (pulmonary function)
- Vision screening (Visual Acuity, color Vision screening and field of vision “Perimetry”)
- Audiograms
- EKG (12 lead resting)
- Chest X-rays every 5 years or as medically indicated
- Cancer screening (PSA)
- Graded Exercise Treadmill Test
- RCP Management
- Exercise Prescription
- Detailed Patient Report
- Hemocult (35 and over)

Medical exams covered under this Program shall not be mandatory. Confidentiality of exams under this section shall be maintained and the details of the medical examination shall be submitted to the employee not the City.

Unless otherwise agreed upon by the City and Union, all medical examinations should be performed while on duty and at Station #1.

#### **CERTIFIED FITNESS COORDINATORS (CFC)**

The City shall provide and pay for the training of four (4) Certified Fitness Coordinators (CFC) who shall be responsible for the following:

- Monitoring the day to day operations of the Wellness Program;
- Providing physical/wellness education;
- Preparing individual physical fitness programs as needed;
- Ensuring that individuals have proper techniques in their individual fitness programs;
- Performing fitness evaluations as needed; and

- Advising the Health & Safety Committee on issues related to the Wellness Program.

A minimum of one (1) CFC shall be assigned to each of the Department's three (3) shifts, with the Fire Chief and Union President each appointing two (2) of the four (4) CFCs.

The City shall be responsible for all costs associated with maintaining the four (4) CFCs.

### **PHYSICAL/WELLNESS EDUCATION**

Through the Certified Fitness Coordinator's, the City shall provide regular training on physical and wellness topics. Topics shall include but not be limited to: proper workout and stretching techniques, as well as basic nutrition. Recommendations concerning the interval of such training; selected topics; and instructors shall be developed and managed by the Health & Safety Committee in consultation with the Certified Fitness Coordinators.

### **PHYSICAL FITNESS (WORKOUTS)**

The City shall provide at least one (1) hour a day (typically 16:00 to 17:00) for group and/or individual exercises. The City shall provide and maintain exercise equipment for employees to utilize at each fire station. Said equipment shall be of the proper caliber to allow firefighters to become proficient in the exercises they need to pass the annual Physical Performance Assessment (PPA).

All physical fitness training should take place in a designated workout area while wearing appropriate exercise clothing. Each exercise area at each station will have a list posted explaining the various exercises that will enable them to successfully complete the annual physical performance standards.

Recommendations concerning specific exercise equipment and any particular fitness or exercise program shall be developed by the Health & Safety Committee in consultation with the Certified Fitness Coordinators.

### **PHYSICAL PERFORMANCE ASSESSMENT (PPA)**

In order to ensure that all employees are able to meet minimal physical fitness standards necessary to function as a firefighter, the City will administer an annual Physical Performance Assessment (PPA) for each employee covered by this Agreement. This assessment shall be conducted in September of each year and shall take into

consideration safety, physical strength, and job performance tasks, as well as each employee's age and expected fitness level.

The annual PPA shall consist of the following:

1. Carrying a high-rise hose pack of 100 ft. of 1-3/4" single jacket hose in a Milwaukee strap to the top of the hose tower at Station #1. Placing the high-rise hose pack where indicated. Every step must be hit on the ascent and on the decent however the railing may be used to assist with the climb.
2. Raising a 50 ft. roll of 1-3/4" hose to the top rail of the hose tower at Station #1 using a 1/2" utility line; lowering the hose back to the ground; then descending the hose tower stairs making sure to hit every step on the way down.
3. Driving the sled on the Kaiser Force machine a distance of five (5) feet with an 8 lb. shot hammer.
4. Walking a distance of at least 140 ft., to the hose pull simulator and placing the hose over a shoulder and pulling the hose simulator 75 ft.
5. Dragging a rescue dummy (175 lbs.) using an approved technique or drag device a distance of 75 ft.

All tasks shall be performed within a time of 8 minutes. All individuals shall perform the PPA in a continuous manner with no prolonged stopping or resting. All participants shall wear current issued turnout gear (helmet, turnout coat and pants, leather gloves, approved fire boots) with an SCBA including mask hooked to SCBA while performing the PPA.

If any member fails a section of the evaluation, they shall have failed the complete evaluation.

#### **FAILURE OF PPA (REHABILITATION & DISCIPLINE)**

Individuals who fail the PPA shall be given a reasonable opportunity to improve their fitness level prior to any disciplinary action being taken against them. Said individuals can retest at any time unless prohibited by medical direction. Those individuals who are assigned to a Rehabilitation Program as a result of failing the PPA shall be

required to fill out and turn in daily workout reports (see end of Appendix C) until they complete the PPA.

The following shall be the remedial programs and/or actions, for those individual members who fail to **pass** PPA:

**1st Failure:** The individual shall undergo a fitness evaluation with a CFC. As part of the evaluation the individual shall discuss with the CFC: the area(s) they had trouble performing as part of the PPA; personal exercise habits; etc. Following the evaluation the CFC shall provide the individual with a prescribed exercise program to meet the individual's fitness needs. The individual shall then work periodically with the CFC to assess their progress.

The individual shall be given three (3) months to rehabilitate prior to being required to perform the PPA again. At anytime, during this three (3) month Rehabilitation Program; if the individual is showing warning signs of medical/physical problems, the individual or the CFC can request that the individual be evaluated by a medical professional before continuing with the program.

This part of the Rehabilitation Program is intended to be the first step in helping individuals improve their current level of fitness. The main goal of the Rehabilitation Program is to prepare individuals to successfully pass the Annual Physical Fitness Performance Standards Evaluation and hopefully learn good exercise habits that will enable them to maintain higher standards of physical fitness throughout their career.

**2nd Failure:** Ninety (90) days from the original evaluation, the individual will meet again with the CFC to discuss the failed evaluation and receive further assistance. . The individual shall then work periodically with the CFC to assess their progress. The individual will also be sent for a physical/medical evaluation (paid for by the City) where a physician will review the individual's last three (3) month Rehabilitation Program results. The physician, at this time, will make recommendations on changes, improvements, and/or other remedial programs that the individual may benefit from. Such programs may include: smoking cessation, weight loss programs, physical therapy, etc. All individuals will be treated on an as needed basis as determined by the Fire Chief upon recommendations from the Health & Safety Committee.

Before an individual continues with their rehabilitation program, they have the right to a second opinion of another duly qualified physician, at their own expense. Based on the recommendations of the physician or physicians, the individual will be placed on a six (6) month Rehabilitation Program. If a physician recommends that an individual

not return to work until they have received medical clearance to do so, the individual will be placed on sick leave unless the Fire Chief has a temporary duty assignment available. After the individual has completed this rehabilitation program, they must retake the PPA.

3rd Failure: If two hundred seventy (270) days from the original evaluation, the individual again fails the PPA they will receive an oral reprimand. The individual shall continue with a physical fitness/rehabilitation program meeting and working periodically with the CFC to assess their progress.

4th Failure: If, Three-Hundred (300) days from the original evaluation, the individual again fails the PPA they will receive a written reprimand. The individual shall continue with a physical fitness/rehabilitation program meeting and working periodically with the CFC to assess their progress.

5th Failure: If, one year (365 days) from the original evaluation, the individual still has not passed the PPA further discipline will follow.

#### **RETURN TO WORK ASSESSMENT**

Individuals who are returning to duty from extended injury or medical leave, as called for in this Agreement, shall be required to perform a return to work assessment. Said assessment shall be consistent with the steps listed below and should only be performed by individuals who are medically cleared. Failure of this assessment will result in the employee not being allowed to return to duty. Such failure will not result in disciplinary action.

The Return to Work Assessment is scored on a pass/fail basis. All portions of the assessment must be performed in its entirety, using only acceptable methods that have been demonstrated by a Department CFC. Individuals must complete all stations of the circuit consecutively and in order. Prolonged stopping will result in the individual failing the test. If an individual cannot complete the assessment, or is unable to complete a station for any reason other than equipment failure, the individual will be considered to have failed the evaluation. Personal safety shall be strongly emphasized throughout the entire evaluation.

All participants shall wear their current issued turnout gear (helmet, turnout coat and pants, leather gloves, approved fire boots) and an SCBA excluding the mask while performing the Return to Work Assessment.

The Return to Work Assessment shall consist of the following:

1. Carrying a high-rise hose pack of 100 ft. of 1-3/4" single jacket hose in a Milwaukee strap to the top of the hose tower at Station #1. Placing the high-rise hose pack where indicated. Every step must be hit on the ascent and on the decent however the railing may be used to assist with the climb.
2. Raising a 50 ft. roll of 1-3/4" hose to the top rail of the hose tower at Station #1 using a 1/2" utility line; lowering the hose back to the ground; then descending the hose tower stairs making sure to hit every step on the way down.
3. Driving the sled on the Kaiser Force machine a distance of two (2) feet with an 8 lb. shot hammer.
4. Thrusting a 6 ft. pike pole (weighted with 2½ lbs. taped to the tip) above the head fifteen (15) times.
5. Walking a distance of at least 140 ft., to the hose pull simulator and placing the hose over a shoulder and pulling the hose simulator 75 ft.
6. Dragging a rescue dummy (175 lbs.) using an approved technique or drag device a distance of 50 ft.

**WORKOUT REPORT**

Name: \_\_\_\_\_

SHIFT: \_\_\_\_\_ AGE: \_\_\_\_\_ GENDER: \_\_\_\_\_

AREA OF FAILURE: \_\_\_\_\_

MEDICAL REASONS, IF ANY, FOR NOT PASSING EVALUATION: \_\_\_\_\_

PERSONAL REASON FOR FAILURE: \_\_\_\_\_

DEPARTMENT FITNESS COORDINATOR'S NOTES:

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_

TYPES AND DURATIONS OF WORKOUT PROGRAM:

EXERCISES	# OF REPS	DURATION	INSTUCTOR	PROGRESS NOTES
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

FITNESS COORDINATOR'S SIGNATURE

\_\_\_\_\_  
SUPERVISOR'S SIGNATURE

**APPENDIX D**  
**PEER REVIEW WORKSHEET**

Instructions: **Give each candidate one score based on a 100 point scale.** Use the following four factors as a guide to your scoring.

**LEADERSHIP:** Candidate leads others by example. Is effective in motivating others to do tasks or assignments. Is a natural leader. Can make unpopular decisions when necessary. Is a creative problem solver. Does not allow personal emotion to cloud judgment.

**TEAMWORK:** Candidate is supportive of the group's goal, even when you personally disagree. Supportive of other team members. Able to adapt to many points of view. Able to give encouragement. Shows initiative as well as compassion.

**PERFORMANCE UNDER STRESS OF EMERGENCY:** Candidate remains calm, thinks clearly. Assesses and controls situations. Takes appropriate action for the situation. Keeps safety in mind when making decisions. Co-workers have confidence in the candidate's abilities.

**ETHICS AND VALUES:** Candidate is dependable, honest, and optimistic. Displays self esteem, and shows quality of character. Is trustworthy and has a high level of integrity.

\*Once all worksheets have been collected: The average score for each candidate shall be assigned as Peer Review points.

## Peer Review Worksheet

<b>CANDIDATE</b>	<b>SCORE</b>
FF Richard Smith	_____
FF Jeff Johnson	_____
FF David Jones	_____
FF Joe Black	_____
FF Adam Seagrave	_____
FF Frank LaFrance	_____
FF Gregg Carmel	_____
FF Jon Sweden	_____
FF Gerry Thomas	_____