LABOR AGREEMENT BETWEEN

VILLAGE OF MORTON IL

AND

MORTON PARAMEDICS

INTERNATIONAL ASSOCIATION

OF

FIREFIGHTERS

LOCAL # 4952

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ARTICLE 1 – PREAMBLE

This Agreement is entered into by and between the Village of Morton, Illinois, hereinafter referred to as the EMPLOYER, and the Morton Paramedics, Local No. 4952, of the International Association of Firefighters, AFL-CIO, 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 establish proper standards of wages, hours, and other terms and conditions of employment and to provide for the equitable and peaceful adjustments and differences, which may arise between the parties.

ARTICLE II – RECOGNITION

The employer hereby recognizes the union as the sole and exclusive bargaining representative for all full-time paramedic employees of the Village of Morton, excluding part-time paramedic employees, paid-on-call employees and the Fire Chief, for the purpose of collective bargaining and establishing and administering a written labor agreement covering wages, rates of pay, hours of labor, and all other terms and conditions of employment.

ARTICLE III – UNION SECURITY

Section 3.1 Maintenance of Membership and Agency Shop

1. Each full-time paramedic employee who, on the effective date of this agreement, is a member of the union, and each full-time paramedic employee who becomes a member after that date, shall maintain his membership in the union during the term of this agreement, consistent with Section 6(f) of the Act.

Section 3.2 Payroll Deduction of Union Dues During the term of this agreement the employer agrees to make a payroll deduction each pay period, of union dues, fee, initiation fee, and assessment(s), in the amount certified to be current by the Secretary –Treasurer of the union, from the pay of those employees covered by this agreement who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted to the union no later than seven (7) days after the deduction is made by the employer.

1. Authorization for such deductions shall be irrevocable unless revoked by written notice to the employer and to the union during the thirty (30) days prior to the expiration of the contract.

Section 3.3 Indemnification

The union shall indemnify and hold harmless the Employer against any and all claims, suits or judgments brought or issued against the Employer as a result of any action taken pursuant to the check-off provision.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Union agrees to defend such action, at its own expense and through its own counsel provided:

1. The Employer gives immediate notice of the action in writing to the Union, and permits the Union intervention as a part if it so desires, and
2. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to both and all appellate levels.

ARTICLE IV – HOURS OF DUTY

Section 4.1 Application of this Article

This Article shall not be construed as a guarantee of hours of work per day or per week. Overtime or premium pay shall not be paid more than once for the same hours of work and there shall be no pyramiding of premium or overtime rates under this Agreement. No modification of the work day or work weeks shall result in a reduction in the rate of pay as specified in Article V of this Agreement.

Section 4.2 Platoon Duty Shift – Regular Hours of Work

Full-time paramedic employees covered by the terms of this Agreement shall be assigned to the regular platoon duty shifts. For the purposes of this Agreement a "duty shift" or "duty day" shall be defined as a 24 consecutive hours of duty, starting at 7:00 AM and ending the following 7:00 AM the following day. The duty shift shall be followed by 48 consecutive hours off-duty. This provision shall not limit the Fire Chief's authority to rotate the employees on or between duty shifts or to temporarily modify duty shifts or work cycles as may be necessary to insure adequate staffing and harmonious work environment.

Employees shall not be allowed to be on –duty for more than 48 hours within any given 72 hour period, except as may be otherwise directed by the Fire Chief in the event of a disaster or other emergency.

Section 4.3 Overtime Hours

Employees working any hours in excess of 40 hours per workweek, as defined by the Fair Labor Standards Act (FLSA), shall be considered overtime hours subject to the overtime rates as provided in this Agreement. Paramedic employees under this Agreement shall not qualify as nor be considered FLSA "partially exempt" employees or as "fire protection employees" or as being "employed in fire protection activities" with a legal authority and responsibility to engage in fire suppression as defined by the Fair Labors Standards Act.

ARTICLE V – WAGES AND RATES OF PAY

Section 5.1 Annual Salary Schedule

The Annual Salaries of the members of the bargaining union shall be paid pursuant to the negotiated salary attached hereto and made a part of this agreement and identified as "Appendix B"

Section 5.2 Straight-Time Hourly Rate

The regular and basic hourly rate of pay shall be determined and computed by dividing the employees' annual salary by 3328 hours.

Section 5.3 Overtime Rate

The overtime rate shall be paid for all overtime worked at the rate of one and one-half (1 ½) times the employee's basic hourly rate. All paid leaves of absence shall be counted as hours worked, when calculating overtime pay due an employee.

Section 5.4 Recall Rate

Employees recalled to duty, once relieved, shall receive a minimum of 2 hours pay at the employee's overtime rate.

Section 5.5 Holiday Rate

Employees whose work is regularly scheduled on any of the 9 recognized holidays shall be paid "holiday pay" which shall be double the regular hourly rate, including longevity and incentive pay.

For platoon employees, the holiday shall be considered the work shift beginning 7:00 a.m. on the day the holiday is observed and ending at 7:00 a.m. the following day. The following holidays will be observed.

1. New Year's Day
2. Easter Sunday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. The Friday after Thanksgiving
8. Christmas Eve
9. Christmas Day

Section 5.6 Longevity Pay

5.61 Full-time employees hired before January 1, 2008, shall receive longevity pay in the following amounts according to the following schedule:

Required Years of Employment	Longevity Increase Added to Base Salary
3	2% of Base Salary
6	4% of Base Salary
9	6% of Base Salary
12	7% of Base Salary
15	8% of Base Salary
18	9% of Base Salary
21	10% of Base Salary (maximum amount)

5.62 Full-time employees hired on or after January 1, 2008, shall receive longevity pay in the following amounts according to the following schedule:

Required Years of Employment	Longevity Increase Added to Base Salary
5	2% of Base Salary
10	4% of Base Salary
15	6% of Base Salary
17	7% of Base Salary
19	8% of Base Salary
21	9% of Base Salary
23	10% of Base Salary (maximum amount)

5.63 Longevity pay shall be in addition to an employee's base salary. Longevity pay and any increases thereto shall begin on the first pay period following the date that the required years of employment are completed.

Section 5.7 New Hires

5.7 A new hire shall start at Step A.

Section 5.8 Promotions

5.8 If a person is promoted from paramedic to paramedic supervisor, the pay shall be as set forth in Appendix B.

ARTICLE VI – PAID LEAVES OF ABSENCE

Section 6.1 PTO Paid Time Off.

Paid time off (PTO) will be accrued by full-time paramedic employees in accordance with Appendix D.

Employees that reach the maximum bank shall no longer accrue any paid time off until the PTO bank drops below the maximum bank limit.

Section 6.2 Vacation Schedule

A Vacation Schedule intended to limit scheduled time off to a maximum of 1 employee on vacation per duty shift will be maintained by the Union in a manner that is consistent with past practice.

Section 6.3 Sick and Injury Leaves

Any employee incurring a sickness or disability shall receive sick leave with full pay. Employees shall earn 8.4 hours of "sick leave" for each calendar month of employment. Sick days may be accrued up to a maximum of 1800 hours. Upon retirement these 1800 hours can be applied at a rate of 8.4 hours per day to IMRF service credit. The Fire Chief shall have the discretion and authority to allow fractional days.

The Fire Chief may require medical certification or recertification from the employee's physician to support a claim of leave or fitness or to return to duty under this section. An employee who works as a self-employed person or for another employer while on sick leave under this section is subject to disciplinary action.

When a sick leave is foreseeable, an employee must provide reasonable notice prior to leave.

An employee may use sick leave benefits for absences due to illness, or medical appointment of the employee's sick child, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for the reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury, no more than the sick leave hours that would be accrued during 6 months at the employee's then current rate of entitlement may be used by the employee for absences due to an illness, injury, or medical appointment of the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

On termination of employment there shall be no payment for unused sick days.

Section 6.3(a) Sick Leave Donation

The Village of Morton desires to provide a mechanism by which employees of the Village of Morton may donate accumulated sick time to another employee who has a personal emergency and who has exhausted his or her available paid leave. The decision to donate sick leave to another employee of the Village of Morton is a choice to be made freely by each employee. No person shall attempt to unduly influence another employee to donate sick time off.

In order to receive sick time donated from another employee, all of the following criteria must be met:

1. The employee receiving the donated hours must have exhausted all of his or her available time off.
2. The employee receiving the donation must suffer from a serious and prolonged medical condition, which is defined to mean a physical or mental impairment that substantially limits the ability of the individual to perform the essential functions of the individual's job, which cannot be accommodated through reasonable accommodations.
3. There is sufficient medical documentation to establish that the employee receiving the donation suffers from a serious and prolonged medical condition.

An employee desiring to donate hours shall submit a written Donation Request, on a form made available by the Village of Morton. Donations may not accumulate beyond one pay period. Hours donated must be used in the same pay period in which the donation is made. Donations requests will be processed in the order in which they are received. Donations requests may be granted in whole, granted in part and denied in part, or denied in whole.

No employee may donate more than one-half of the amount of annual leave he or she would accrue during one calendar year.

Section 6.4 Emergency/Personal leave

To insure full-time employees do not suffer a loss of income when personal business requires their absence from work, employees are eligible for personal leave. Personal leave can be taken in increments as small as 1 hour. The purpose of personal leave is to provide for a continuation of compensation when the employee is legitimately absent to handle personal business, which cannot otherwise be conducted outside of the employee's normal working hours. Prior approval is required from the employee's department head in advance of the employee's absence. Exceptions may be made in the event of an unforeseen emergency situation, at the discretion of the Chief or Paramedic Supervisor. This leave shall not be used to extend vacation or holiday period and the time must be taken in 1 hour increments.

Each employee will be issued 24 hours emergency leave on the first day of January of each year. When personal leave is not used during the calendar year, the unused days shall not accrue or accumulate to the next year. Employees shall not receive additional compensation for unused days of person leave. Upon an employee's voluntary or involuntary termination of employment with the Village, including retirement, the employee shall not receive any additional compensation for unused days of personal leave.

An emergency is an unforeseen situation or circumstance which occurs suddenly and without warning and is the result of circumstances beyond the control of the employee which necessitates the urgent and immediate personal attention of the employee. Any situation or circumstance for which an employee is eligible to take sick leave is not an emergency for which the employee is eligible to take personal leave.

Section 6.5 Funeral and Bereavement Leave

Employees shall be entitled to funeral leave, which is exclusive of emergency leave days, based on the following:

(a) The maximum yearly funeral leave is 72 hours off.

(b) If an employee desires to obtain funeral leave, he shall, as soon as possible under the circumstances, notify his supervisor of his desire for funeral leave. He shall provide such information regarding the request as his supervisor reasonably needs to determine the appropriate number of days. The supervisor shall determine the number of days, if any, that may be allowed. Said determination shall be based on uniform standards.

In the event of a death in the immediate family of an employee, the employee shall be granted (2) duty day(s) off with pay. The employee's immediate family is defined as spouse, parents, children (including step and half), brother or sister (including in-law, step, and half), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

In the event of a death to a close family member of an employee, the employee shall be granted (1) duty day(s) off with pay. The employee's close family is defined as uncle, aunt, or first cousin of the employee.

The Fire Chief may grant up to one (1) additional duty day should an unusual condition exist. These conditions may include, but are not limited to, the employee being required to travel extensive distances to attend services.

Section 6.6 Family and Medical Leave Act (FMLA):

(A) The provisions of the FMLA shall apply to all employees. If an employee desires to leave pursuant to the FMLA, he/she shall notify the Fire Chief. Leave may be granted in accordance with the FMLA, provided the employee has complied with all applicable provisions of same.

(B) If an employee is not working due to pregnancy, and she is on leave pursuant to FMLA, she will be paid to the event she has accumulated "sick leave" days. After all accumulated sick days are used, the employee will not be paid for any days during which she is absent from work due to pregnancy.

Section 6.7 Fitness for Duty:

In the event the employer has a reason to believe an employee is physically unfit to perform his or her duties due to injury, illness, or other medical condition, the employer may request a fit for duty physical exam from IWIRC or another Occupational health Professional selected by the employee.

Section 6.8 Military Leave

In addition to any other paid leaves of absence, any employee who is a member of the reserve forces of the United States or of this State shall be paid in accordance with applicable laws.

ARTICLE VII – UNPAID LEAVES OF ABSENCE

LEAVE WITHOUT PAY:

(A) A regular, full-time employee with at least one (1) calendar year of consecutive service who has a need to be absent from work for any reason, and who is not eligible for any other types of leave, may request leave without pay. Leave without pay shall not be granted unless all accrued and applicable paid leaves have been exhausted.

(B) Requests for leave without pay shall be submitted, in writing, and require the approval of the Fire Chief.

In requesting leave without pay, an employee shall indicate the reason for the leave, the date the leave is required to begin, and the date the leave is requested to end. Requests for leave without pay shall be submitted as far in advance as possible. Except for emergency situations, requests for leave without pay exceeding one duty shift shall be submitted at least two (2) calendar weeks prior to the date the leave is requested to begin.

(C) Leave without pay will be considered for satisfactory performing employees on the basis of the nature of the request, the service needs of the Village, and whether approval of the leave without pay would be detrimental to the operations of the department. The Village reserves the right, in its sole discretion, to determine the appropriateness of a request for leave without pay. Approval of leave without pay is not guaranteed wand if denied, is not subject to the grievance process.

(D) An employee returning from leave without pay shall be reinstated to the employee's prior position at the same pay grade and salary as when the leave without pay began, provided that the employee is capable of performing the essential duties, and that there is a vacant position available. If the employee's prior position is not available, then the employee may be considered for any vacant position for which the employee is qualified. If another position is not found for the employee with thirty (30) calendar days from the date the leave without pay expires, the employee's employment with the Village shall be terminated. The termination shall be considered voluntary because the employee requested the original leave.

It is understood that the Village may hire another person to fill the position of an employee on an approved leave of absence.

(E) Failure of an employee to report to work at the end of the approved leave period or request for an extension of the leave period prior to its expiration shall be considered as the voluntary resignation of the employee. The Village has the sole discretion in determining whether any extension will be granted and denial of an extension request is not subject to grievance.

(F) Employees on leave without pay shall not be permitted to obtain, accept, or work at outside employment during the leave without pay without prior written authorization from the Fire Chief. The Fire Chief has the sole discretion in granting permission and the denial of permission is not subject to the grievance process.

(G) While on leave without pay, employees shall not forfeit any accrued benefits.

(H) While on leave without pay, an employee shall:

1. Accrue no paid leave, including sick leave and vacation leave.
2. Accrue no service credit.

3. Receive no benefits, including educational assistance and health insurance. Health insurance coverage may be continued while on leave without pay, in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA). Employees shall be responsible for the entire cost of coverage. Failure to make payments on a timely basis may result in termination of coverage. Any employee who chooses not to continue health insurance coverage while on leave without pay, or who has health insurance coverage cancelled while on leave without pay, may be added to the group health insurance plan upon returning to work in accordance with the then current group health insurance plan provisions. Any non-Village paid benefits that the employee wishes to remain in effect must be paid in full by the employee.

4. Receive no compensation, including holiday pay.

5. Receive no longevity pay increases that may be scheduled to occur during the leave period. An employee's anniversary date shall be adjusted by the length of the leave period. Receive no merit pay increases that may be scheduled to occur during the leave period. Should a scheduled merit pay increase occur during the leave period, the Fire Chief shall postpone such merit pay increase until the employee returns to work and is evaluated. The fire Chief may also postpone the review date if it is felt that sufficient time has not elapsed to adequately evaluate the employee's performance.

6. Receive no credit for longevity.

(I) Before requesting leave under this Article, an employee shall use all paid time off and then all leave he or she would be entitled to under the Family Medical Leave Act (FMLA). Only at such time as all available time under FMLA is used, or in the event FMLA does not apply, can this Article be used. The total time an employee can take off when combining paid time off, FMLA leave and any leave granted under this Article shall not exceed one year.

ARTICLE VIII – SENIORITY RIGHTS

Section 8.1 Definition

Seniority means an employee's length of continuous full-time employment with the Village of Morton, since the employee's last date of hire. If more than one person is hired on the same day, they shall be placed on the seniority list according to the drawing of lots which shall be done when the seniority list is established.

Section 8.2 Applicability

Upon execution of this Agreement, the employer shall establish seniority for all existing full-time paramedic employees, according to the provisions set forth in this Article.

Section 8.3 Probation Period

New full-time paramedic employees shall serve a probationary period of one (1) year. Any full-time paramedic employee may be discharged during his/her probationary period. In such event the employee shall be notified of the reason(s) for the discharge at least fifteen (15) days prior to the effective date of the discharge action.

The seniority of the employee retained beyond the probationary period shall date back to his/her last date of hire.

Section 8.4 Breaks in Continuous Service

A full-time employee's continuous service record shall be broken by voluntary resignation, voluntary change to part-time employment, discharger for just cause, and retirement. However, if an employee returns to full-time employment with the Village under this Agreement within one year, the employee will, for the purpose of determining seniority as defined in this Article and any length of service related benefit, including PTO, be fully credited for their previous length of continuous full-time employment, less the broken employment period.

Section 8.5 Seniority Lists

Annually the employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be simultaneously provided to the Union.

ARTICLE IX – OVERTIME SHIFT FILLING RECALL HOLDOVERS

Section 9 Overtime Distribution

Overtime will be offered to full time paramedics by order of the overtime list. Each full time paramedic will have the opportunity to claim up to 12 hours per month of overtime from the initial offering. After all full time paramedics have had an opportunity to claim up to twelve hours, the open shifts will then be offered to part time paramedics. Shifts will be claimed and assigned in 12 hour increments until all remaining shifts are filled or no part time employee claims any remaining shifts. Any remaining shifts will then be offered again to full time paramedics. Shifts will be claimed and assigned in the same manner as the initial offer.

Section 9.1 Open shift filling

1. Employees that cannot work their scheduled shift, regardless of the reason for their absence, shall notify the on-duty paramedic supervisor or senior paramedic in the event that a paramedic supervisor is not on duty, as soon as they become aware that they cannot work. It is expected that notification should not be less than 1 hour before their scheduled shift. It is understood that, on rare occasions, an unforeseen emergency situation may arise which does not allow for early notification. In this situation, the Fire Chief or paramedic supervisor may grant an exception to the 1 hour stipulation.

2. This policy may be used in conjunction with the holdover policy to insured that continuous staff coverage is maintained.

3. Every effort should be made to fill voluntary open shift coverage in the following order:

   a. Full-time employees
   b. Part-time employees

4. Nothing in this policy shall limit the ability to use creativity and any combination of qualified employees or work hours to fill an open shift.

5. In the event that the Fire Chief or his designee determines that qualified staffing is needed in addition to the regular staffing levels then this policy shall be used to fill what may be considered those additional open shifts.

6. The Union shall maintain the overtime list of all full-time paramedic employees. The overtime list shall be updated at the end of every shift or as is otherwise practical. The same order on the overtime list shall be used to determine what order employees are offered overtime and in what order full-time employees are subject to mandatory recall. The order on the list shall be established as follows:

   a. Employees shall initially be listed in order of seniority with the least senior employee as the first to be selected and the most senior employees as the last to be selected.

   b. On January 1st of each year the list shall be reordered as above, regardless of the order on the list on that date.

   c. New employees shall be placed in the first to be selected position on the list upon hire.

d. Notwithstanding the above provisions, the list shall be ordered by the total number of hours of overtime (rounded to the 1/10 hour increments) accumulated by the employee during the calendar year. The employee with the least total number of overtime hours will be in the "first to be selected" position on the list and the person with the most total number of overtime hours will be in the "last to be selected" positon on the list.

   i. In the event that 2 or more employees have the same number of overtime hours, then the order of those employees on the list shall be determined by seniority.

   ii. In the event that 2 or more employees have both the same number of hours of overtime and the same hire date, then the order of those employees on the list shall be determined by the drawing of lots.

e. Employees assigned to mandatory recall shall have a maximum of 2 hours from the time that they are notified of a mandatory recall to report to duty.

f. Refusal to take mandatory recall time under this policy will result in escalating disciplinary action up to and including termination. Any Employee refusing mandatory recall on a second offense shall also have, in addition to any disciplinary action, their paid time-off reduced by an equal amount of time refused. Exceptions exist in the case that full-time employees have other previously scheduled time off, vacation or department duties in which the mandatory recall would interfere. An exception also exists for illness.

Section 9.2 Holdover Policy

1. All full-time paramedics shall be subject to a mandatory holdover until they are relieved by another qualified employee.
2. A mandatory holdover may occur due to an unusual situation or response volume that occurs at or near the time of a shift change and that necessitates additional staffing.
3. The supervisor of each shift shall maintain in the supervisor's office, or other appropriate location, a mandatory holdover list which includes each of the full time employees assigned to that shift, including the shift supervisor.
   a. The list shall be initially established based on seniority, with the least senior employee being the first to be assigned and the most senior employee being the last to be assigned.
   b. In the event of a reassignment of employees between 2 or more shifts, the list will be reestablished based on seniority.
   c. In the event that a new hire full time employee is assigned to replace another employee on that shift, then that new employee will be placed at the top of the list.
   d. Any full time employee that is skipped will remain at the top of the mandatory holdover list.
4. A mandatory holdover will be used as a last resort measure that is implemented because no other practical option is available to maintain acceptable staffing levels.
5. In most cases the mandatory holdover should be used as a temporary measure for an unanticipated staffing issue. The mandatory holdover is not intended to replace the regular

procedure for covering an open shift, but may be used in conjunction with it to maintain continuous minimum staffing levels.

6. This policy is not based upon any specific station assignment and in some cases the employee may be required to holdover at a different station.
7. In no event will any employee be required to stay on duty for more than 48 consecutive hours because of a mandatory holdover.
8. The required staffing level shall be determined by the Fire Chief.

Section 9.3 Holdover Procedure

1. When a holdover is required to maintain acceptable staffing levels, as determined by the Fire Chief, everyone on the off going shift will be given the opportunity to volunteer to holdover. If someone volunteers then the mandatory holdover is not necessary and no change is made to the holdover list. If more than one of the off-going employee volunteers to holdover, then the holdover shall be assigned in accordance with the overtime distribution policy set forth in Section 9.1.
2. Simultaneously with asking off-going shift personnel to volunteer, and any other measures being taken to otherwise fill an open shift, the employee(s) at the top of the holdover list should be given as much advanced notification as possible of the potential holdover. \
3. In the event that no one volunteers, then the holdover will be assigned based on the order of employees on the holdover list.
4. In the event of one of the allowed exceptions (as set forth in Section 9.1) applies to an employee, then the next person on the list will be assigned.
5. Once a mandatory holdover has been assigned to an employee, that employee will be moved to the bottom of the list, regardless of the amount of time the employee was required to holdover.
6. Employees that refuse mandatory holdover will be subject to progressive discipline as set forth in Article 19.

ARTICLE X – GRIEVANCE PROCEDURE

Section 10.1 Definition

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement shall be settled in the following manner:

Section 10.2 Procedures, Steps and Time Limits

STEP 1

The employee, with or without a union representative (or the union steward alone in the case of a Union grievance), shall take up the grievance or dispute in writing with the Fire Chief or his designee within ten (10) days of its occurrence; if at that time the employee or union steward is unaware of the grievance, the employee or union steward shall take it up within ten (10) days of his knowledge of its occurrence. The Fire Chief or his designee shall then attempt to adjust the matter and shall respond to the employee and the union steward within five (5) business days.

STEP 2

If the grievance remains unadjusted in Step 1, and the Union with or without the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Village President or his designee, within five (5) business days after the receipt of the employer's answer in Step 1. The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the agreement allegedly violated, and the requested remedy.

The Village President or his designee shall meet and discuss the grievance within ten (10) days of receipt of the notice of appeal with the employee and the authorized union representative at a time mutually agreeable to the parties. If no settlement is reached, the Village President or his designee shall give the employer's written answer to the Union within ten (10) business days following their meeting.

STEP 3

If the grievance remains unresolved within fifteen (15) business days after the reply of the Village President or his designee is due, either party may, by written notice to the other party, invoke arbitration.

Section 10.3 Arbitration

The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the union within seven (7) business days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the national Academy of Arbitrators or American Association of Arbitrators and are residents of Illinois, Wisconsin or Indiana. Both the employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

Section 10.4 Authority of the Arbitrator

The parties agree that grievance arbitration hearings held pursuant to this procedure shall be expedited on all issues except for matters of discharge and/or suspension. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with issues of contract interpretation or application submitted to him and appealed to arbitration, and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the employer and to the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the Arbitrator's interpretation of the meaning or application of the terms of this agreement to the fact of the grievance presented. Subject to the arbitrator's compliance with provisions of this section, the decision of the arbitrator shall be final and binding.

The Arbitrators may interpret the Agreement, but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

Section 10.5 Expenses of Arbitration

The fees and expenses of the arbitrator shall be borne equally by the employer and the union. However, each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

Section 10.6 Processing and Time Limits

Grievances may be investigated and processed during working hours by union stewards, representatives and grievance committee members, provided such activities do not interfere with the normal operations of the Fire Department.

The time limits set forth in this Article may be extended by mutual written consent of the parties.

The term "business days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays, and Holidays.

Section 10.7 Processing Grievances

Employees selected by the union to act as union representatives shall be known as "Stewards". The names of the employees selected as Stewards, and other union representatives who may represent employees at each step of the grievance procedure shall be certified in writing to the employer by the union.

Any union representative whose participation in grievance meetings held pursuant to the provisions of this Article, if necessary, shall be released from work without any loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner which does not interfere with the department operations.

Section 10.8 Approval of Union

All grievances must be approved by the Union prior to submission. The grievance shall be submitted to the Union President for approval by the executive board.

Section 10.9 Failure to Act

The failure of a grievant or the union to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The failure of the Employer to give an answer within the time limits shall be considered a denial and permit the grievant to proceed to the next step. The time limits of the grievance procedure may be extended by mutual agreement of the parties.

ARTICLE XI – IMPASSE RESOLUTION AND NO STRIKE AND NO LOCKOUT

The Parties agree the Bargaining Union employees covered by this Agreement shall have the rights afforded in 5 ILCS 315/14 of the Illinois Compiled Statutes (Impasse Resolution).

Section 11.1 – No-Strike Commitment

Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful, and proper performance of the duties of employment with the Employer during the term of this Agreement. No employee shall refuse to cross any picket line by whoever established in connection with the line of duty.

Section 11.2 – Resumption of Operations

In the event of action prohibited by Section 11.1 above, the Union immediately shall disavow such action and request the employees to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damage, direct or indirect, upon complying with the requirements of this section.

Section 11.3 – Union Liability

Upon the failure of the Union to comply with the provisions of Section 11.2 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 11.4 below.

Section 11.4 – Discipline of Strikers

Any employee who violates the provisions of Section 11.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 11.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure contained herein, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 11.5 – No Lockout

In no instance shall the Employer lockout or otherwise refuse to allow any or all of the Employees covered by the terms of this Agreement the right to work for the Employer as a result of any labor dispute which may arise between the parties. Notwithstanding the foregoing, the Employer has the right to discipline Employees as provided in Section 11.4. This section is not intended to prevent the Employer from disciplining Employees under the provisions of Article 19.

Any employee suspended or discharged pursuant to Article 19 of this Agreement may not seek relief from said suspension or discharged by utilizing the provisions of this Section.

ARTICLE XII – HEALTH

Section12.1 Hospitalization & Medical Coverage Program

The Village shall maintain the existing plan benefits for the duration of the contract.

Section 12.2 Death Benefit the Village agrees to provide, at no cost to the employees, a death benefit $15,000 for the employee and $1,000 for each dependent who is at least 15 days old, to be paid to the beneficiaries of an employee, at the time of death.

Section 12.3 Employee Contributions

Employees shall contribute the cost of insurance premiums as follows:

Beginning May 1, 2016, through April 30, 2018

Single	$0
Employee + child	$75
Employee + spouse	$100
Family	$125

Beginning May 1, 2018

Single	$65
Employee + child	$115
Employee + spouse	$130
Family	$175

Beginning May 1, 2019

Single	$100
Employee + child	$180
Employee + spouse	$200
Family	$270

Beginning May 1, 2020

Single	$130
Employee + child	$239
Employee+ spouse	$260
Family	$350

The Village will offer the employee the choice of a high deductible or standard PPO Plan.

Section 12.4 Employer Discretion

The Employer shall pay for the usual and customary charges for various services. The Employer shall have sole discretion in determining the usual and customary charges. An Employee, after determining the cost of any proposed procedure, may contact the Village to determine the amount of the procedure

that would be covered by Village insurance. The Village Administrator is the person the Employee should contact.

The current dental plan shall remain in effect as is, and a summary of the benefits with respect to same is attached hereto. An Employee, after determining the cost of any proposed dental procedure, may contact the Village to determine the amount of the dental procedure that would be covered by Village insurance. The Village Administrator is the person the Employee should contact.

Section 12.5 Health Cost Containment Committee

The parties agree to establish the Health Cost Containment Committee to explore cost containment alternatives. The Union and Management shall have equal representation on said committee. The committee will meet as needed.

Any proposal or recommendation from the Health Cost Containment Committee will be advisory only and not binding on the Village or the Union. Any proposal that changes plan benefits requires the parties to discuss and ultimately agree on any change in plan benefits in time for the annual insurance renewal.

ARTICLE XIII – SAFETY

It is the desire of the employer and the union to maintain the highest standards of safety and health in the Village in order to eliminate, as much as possible, accidents, death, injuries and illnesses.

Protective devices, wearing apparel and other equipment necessary to properly protect paramedics shall be provided by the employer at no cost to the employees and shall conform to applicable Illinois Department of Labor standards.

Records shall be kept of all job related accidents, injuries and illnesses which shall be maintained by the Village, as may be required by the Illinois Department of Labor. Copies of all such records and reports, including all reports which may be required by the state or federal governments, shall be made available upon request.

The Village will establish a safety committee with other village departments. The union may have at least one representative on that committee.

ARTICLE XIV – PENSIONS

For the term of this agreement, the employer agrees to maintain its obligation to the Illinois Municipal Retirement Fund. However, it is acknowledged that the benefits as may be provided by the Illinois Municipal Retirement Fund controlled entirely by the Illinois Legislature and therefore changes in benefit terms and conditions are not subject to grievance under this Agreement.

ARTICLE XV – NO DISCRIMINATION

Section 15.1 Non Discrimination

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the employer, the responsibility for applying this provision of the Agreement. Grievances on this issue may be taken only to the final step before arbitration, but such action will not prejudice the individual's right to pursue allegations under Title VII and/or other applicable laws.

Section 15.2 Gender

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

Section 15.3 Duty to Fair Representation

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

ARTICLE XVI – MANAGEMENT RIGHTS

Section 16.1 Management Rights

Except as stated herein, the Village shall retain the right and authority necessary to manage and direct the affairs of the Village in all of its various aspects and to effectively carry out its emergency medical response function under the laws of the State of Illinois, including, but not limited to:

1. All rights and authority exercised by the Village prior to the execution of this Agreement. Among the rights retained in this Agreement is the village's right to direct work force;
2. To plan, direct and control all the operations and services of the Village; to determine the methods, means, organization and personnel by which such operations and services are to be conducted;
3. To assign and transfer employees; to schedule the working hours;
4. To hire, promote, demote, suspend, discharge, discipline or relieve employees for lack of work or for other legitimate reasons;
5. To make and enforce reasonable rules and regulations;
6. To change or eliminate existing methods, equipment or facilities;
7. The exercise of the above rights shall not conflict with any of the express written provisions of this Agreement or any applicable written statutes.
8. To add, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives, and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer;

Nothing in this Article shall abrogate or alter the other Articles of this Agreement.

ARTICLE XVII – DUTIES

Section 17.1 Definition of Departmental Duties

The members of the bargaining unit shall only be required to perform those duties related to and in direct support of emergency medical response.

Section 17.2 Jurisdiction and No Infringement

No employee shall be required nor volunteer to perform the work or duties within the work jurisdiction of any AFL-CIO trade union.

ARTICLE XVIII – GENERAL PROVISIONS

Section 18.1 Union Bulletin Boards.

The employer agrees to furnish suitable space for bulletin boards in convenient locations in each work area to be used only by the union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 18.2 Non-Smoking Policy

The Employer and the Union strongly encourage all employees to refrain from the use of tobacco products. If tobacco products are to be used while on duty, they must be used according to the State law and in a designated smoking area.

Section 18.3 Jury Duty

Employees required to attend Jury Duty while on duty will be paid as per past practice of the Village.

Section 18.4 Probationary Employee

A probationary employee is one who has been employed less than one year.

Section 18.5 Joint Wellness Initiative

The Employer will maintain up to two (2) volunteer peer fitness trainers (PFT) trained to the IAFF/IAFC Program specifications. The purpose of these PFT's is to advise their peers on exercise, nutrition and similar issues. The PFT's are not responsible for measuring the level of success of their peers' programs but in an advisory capacity to support their peers' personal goals.

The PFT's will make a commitment to a minimum of three (3) years of service after their initial training. The cost associated with recertification. Accreditation, and training for the program is paid by the employer. The employer shall not be required to have or maintain any peer fitness trainers in the event that no full-time paramedic employees volunteer to serve in that capacity.

The employer shall allow, and may require, full-time paramedic employees to participate in the program as advised by their PFT's in the normal course of the business work day unless emergency operations or other unusual circumstance prohibit. Participation in the wellness programs and physical fitness training shall be recognized as another component of training, part of the job duties, and shall be scheduled based on work demands. FPT's and employees shall not be paid any additional salary or overtime pay for time spent in training or participation in the initiative as outlined in this Section.

ARTICLE XIX – DISCIPLINE

Section 19.1 – Definition

The Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

(a) Oral warning

(b) Written warning

(c) Suspension without pay

(d) Demotion

(e) Discharge

Section 19.2 – Just Cause

The Employer agrees that disciplinary action for all non-probationary employees shall only be imposed for just cause and shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has a reasonable opportunity to investigate the facts.

Section 19.3 – Limitation

The requirement to use progressive disciplinary action does not prohibit Employer from using a severe measure, including discharge, when the offense indicates that a substantial shortcoming or action of an employee renders the continuation of employment of the employee is some way detrimental to Employer.

Section 19.4 – Use of Prior Warnings

Any written warning or suspension shall not be considered in imposing disciplinary penalty for a current offense when more than thirty-six (36) months have elapsed from the written warning or suspension except that prior suspensions of more than 1 day may be considered.

Section 19.5 – Written Notice

Both the employee and the Union shall be notified of disciplinary action; such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior. Notification to the Union shall be to the following: Union Secretary.

Section 19.6 – Grievance

Any grievance or dispute that arises under this Article will be referred to the Article on Grievance and Arbitration contained in this Agreement.

ARTICLE XX – SHIFT EXCHANGE

Section 20.1 Shift Exchange

Employees shall have the right to voluntarily exchange work shifts, with the approval of their immediate supervisor, when the change does not interfere with the normal operations of the department.

ARTICLE XXI – PROTECTIVE GEAR AND CLOTHING ALLOWANCE

Section 21.1 Protective Gear and Clothing Allowance

Each full time employee shall receive an annual clothing allowance of Five Hundred Dollars ($500.00). A new employee shall receive an annual clothing allowance of Seven Hundred Fifty Dollars ($750.00) the first year. Said amount will be applied only to purchases made by the Village, with the amount for each employee tracked and deducted from the employee's allowance. No cash distribution to employees will be made. This is an annual amount renewed on May 1st of each year and will not roll over from year to year. Employees may purchase additional approved uniform items if they wish to at their own expense.

The clothing allowance includes all items listed below, but does not refer to protective rescue garments. If in the determination of the Fire Chief, it is appropriate and necessary full-time paramedical employees will be issued protective rescue garments. Structural firefighting gear will not be issued to full-time paramedic employees under this Agreement, but may be used as an alternative to protective rescue garments if it is otherwise available to the employees.

Uniform items purchased under the uniform allowance program shall include only the following approved uniform items:

Boots/footwear

EMS/duty pants

Button up/dress shirt

Polo shirt

Nylon pullover

Winter pullover

ARTICLE XXII – PARAMEDICS

Section 22.1 Licensure and Certification

1. As a condition of employment, full-time paramedic employees shall be required to continuously maintain any and all appropriate certifications, paramedic licensure as a paramedic (EMT-P), and in good and unrestricted standing, as may be required or from time to time modified by the Medical Director, the Emergency Medical System under which the ambulance service operates, and the State of Illinois.
2. As a condition of employment, full-time paramedics shall be required to maintain continuous, unrestricted driving privileges, unless Section 25.10 applies, as determined by the Illinois Secretary of State's Office, appropriate for the legal and unrestricted operation of an ambulance on the public streets and highways within the State of Illinois.

Section 22.2 Training

For purposes of training, time off will be in accordance with Paramedic Training Policy.

Section 22.3 Travel

1. The Fire Chief must pre-approve all travel and the Village may promulgate additional policies and procedures and require the completion of forms related to travel, so long as it is not inconsistent with this Article.
2. Travel is defined as:
   A. An approved business related event that takes place more than 100 miles away from Morton, or
   B. An approved business related event that takes place 50 or more miles from Morton, or is 18 or more continuous hours in duration or requires an overnight stay.
3. Per Diem.
   A. The per diem allowance rate for food and incidental expenses shall be the geographically established per diem rate in effect at the time of travel, as published by the United States General Services Administration.
   B. Per diem shall be based on the quarter system for computing the allowance for days or fractions thereof. Each quarter shall be 6 hours commencing at midnight, 6:00 A.M., Noon and 6:00 P.M. One-fourth of the per diem rate shall be allowed for each quarter.
   C. Per diem shall be paid for travel which includes overnight lodging or is 18 or more continuous hours.
   D. Meals otherwise provided shall be deducted from the per diem rate based on the GSA Meal and Incidental Expenses Breakdown.
   E. All incidental expenses such as communication, taxes and tips shall be considered as included in the per diem allowance.
4. Transportation
   A. Travel arrangements for preapproved travel shall be at the least costly reasonably available alternative. Receipts shall be required for reimbursement.

B. Rental of an automobile, while traveling, is allowed only if circumstances, such as the lack of reasonable public transportation, require it. The most economical vehicle available that is suitable for the circumstances shall be obtained.

C. The reimbursement for taxis or other forms of public transportation, roadway and bridge tolls and required parking fees shall be based on actual expenses and shall require the presentation of a receipt for reimbursement.

D. The use of privately owned aircraft may be approved by the fire chief when it is a reasonable alternative. Reimbursement for the use of privately owned aircraft shall be at the current published U.S. GSA rate.

5. Mileage

A. Reimbursement for the use of a privately owned vehicle (POV) for preapproved business travel shall be based on the current published U.S. GSA mileage rate.

B. All travel shall be by the most direct route. Expenses due to unnecessary or convenience related deviations shall be borne by the employee.

C. Mileage reimbursement will be limited to the cost of the use of common carrier expenses when the use of a common carrier is a reasonable and cost effective alternative to the use of a POV.

6. Lodging

A. When required, reasonable lodging arrangements will be made for the employee by the Village using a Village credit card or direct bill payment.

B. The use of employee owned or alternate housing while traveling is not a reimbursable expense.

7. Non-reimbursable expenses.

A. Alcoholic beverages.

B. Coat checks.

C. Entertainment.

D. Late check-out charge.

E. Meals and any expense for people that are not Village employee.

F. Parking and traffic tickets.

8. At least fourteen (14) days before an expected travel date, the employee shall provide in writing the itinerary and a list of what expenses or per diem the employee is requesting. This information shall be submitted to the Fire Chief or his or her designee and the Village Administrator or his or her designee.

If the travel request is approved, the employee shall receive in advance a check for eligible expenses.

If the employee does not go on for trip or does not satisfactorily complete the training, then all money advanced shall be deducted from the next check the employee is to receive from employment.

ARTICLE XXIII – RESIDENCY

Section 23.1 Residency

All fulltime paramedic will maintain a permanent residence within a 15 mile radius of the Department Headquarters located at 300 W. Courtland in Morton. New hires will obtain a permanent residence within the 15 mile radius within one year of the date of hire.

ARTICLE XXIV – RULES AND REGULATIONS

1. The Union agrees that it and its members shall comply, in full, with all Fire Department Rules and Regulations, Practices and Procedures that are not in conflict with the provisions of this agreement.

2. The Union agrees that it and its members shall comply, in full, with all EMS System Rules and Regulations, practices, policy and procedures as established, and as may from time to time be amended, by the Medical Director and the governing EMS System, as if these were rules, regulations, practices, policy and procedure established by the employer.

ARTICLE XXV – DRUG AND ALCOHOL TESTING OF EMPLOYEES SECTION

Section 25.1 – Statement of Policy

It is the policy of the Union and the Employer that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The purpose of this policy shall be achieved in such manner as to not violate any established rights of the employees.

Section 25.2 – Probationary Employees

It is expressly understood that the Employer may require drug and alcohol test(s) and/or screening(s) for any probationary employees. The following provisions apply only to employees who have completed their probationary period.

Section 25.3 – Prohibitions:

Employees shall be prohibited from:

A. Consuming or possessing alcohol at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles, and the employee's personal vehicle while the employee is engaged in Village business. Possession of alcohol in an employee's vehicle when parked at the fire station is exempt from the above prohibition.

B. Illegally selling, purchasing, possessing, or delivering any illegal drug; or being under the influence of any illegal drug;

C. Being under the influence of alcohol during the course of the work day; or during any time the employee is on duty having a blood alcohol content of .02% or more; or

D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 25.4 – Provisions for Alcohol

If the Fire Chief or a shift supervisor has reason to believe an employee has been consuming alcohol prior to reporting to duty and at said time has alcohol in his blood; or if the Fire Chief or Shift Supervisor has reason to believe an employee has been consuming alcohol while on duty, then the following procedure shall apply:

A. On the first such occasion the employee shall be required to take a breath test to determine the alcohol content of his blood. If the employee refuses to submit to the test or fails to successfully complete the breath test, the employee shall be sent home for the day. The employee shall also be subject to discipline as provided for in ARTICLE XIX. If the test results show a blood alcohol content of 0.02% or more, the employee shall be sent home and shall be subject to the provisions of Section 25.4C.

B. On the second such occasion within a two (2) year period following a previous refusal to submit to or successfully complete a breath test; or of being on duty having a blood alcohol content of 0.02% or more; the employee shall be required to submit to a breath test.

If the employee fails to submit to, fails to successfully complete said test, or if the test results show a blood alcohol content of 0.02% or more the employee shall be subject to disciplinary action as set forth in Article XIX.

C. An employee who has been found in violation of Section 25.4 A shall be subject to disciplinary action as defined in Article XIX of this Agreement. In addition, the Employer may require the employee to take a leave of absence to seek assistance through an established alcohol abuse rehabilitation program and during the leave of absence. The employee shall be able to use any compensation time or vacation time as the employee may have accumulated or sick leave in order to participate in such a program. If such program is required, successful completion is required within one year. Failure to complete such a program within one year shall be the basis for dismissal.

D. An employee, who has completed an alcohol rehabilitation program within one year, and who has been deemed suitable to return to work by a licensed physician or counselor, shall return to work without loss of seniority or any other benefit held at the time leave was granted.

E. For any subsequent occurrences except as defined in Section 25.4 B, the procedures set forth in Sections 25.4 A and 25.4 C shall apply except when the employee has already sought rehabilitation through an established alcohol rehabilitation program. In such case, the employee is not entitled to leave again to participate in such a program.

F. The above procedures shall not apply in the event an employee is called to duty and he was not otherwise on call.

G. It is understood by both parties that the percentage (%) of alcohol listed in subsection A and B of this Section shall not apply to those employees who can be proven to have been consuming alcohol while on duty. Consuming alcohol while on duty is an automatic violation regardless of the blood alcohol content.

Section 25-5 – Provisions for Illegal Drugs

If the Fire Chief or shift supervisor has reason to believe an on duty employee has been taking and/or is under the influence of an illegal drug(s), then the following procedure shall apply:

A. The employee shall be required to submit to a test(s) to determine the presence of an illegal drug(s). Such test(s) shall be administered by a facility licensed and certified by the State of Illinois to conduct such test(s).

The employee may also request a second test(s) to be administered by a facility licensed and certified by the State of Illinois to conduct such test(s). The second test(s) must be administered within 36 hours of the first test(s) and must be conducted in the presence of a representative of the Employer. Following completion of the test(s) required by the Employer, the employee shall be sent home for the day with pay. The employee may use any compensation time he has for said day.

Any employee who fails to complete all test(s) required by the Employer shall be subject to disciplinary action as set forth in Article XIX of this Agreement.

B. If the results of the test(s) requested by the Employer are negative, no further action against the employee shall be taken and all compensation time used by the employee during such investigation shall be restored.

C. If the test(s) results of the employee are positive, the employee shall be immediately relieved of duty and shall be subject to the disciplinary action as set forth in Article XIX of this Agreement.

Section 25.6 – Provisions for Abuse of Legal Drugs Other Than Alcohol

If the Fire Chief or shift supervisor has reason to believe an on duty employee is under the influence of legal drugs other than alcohol and said drugs are adversely affecting the employee's performance or the Fire Chief or shift supervisor has reason to believe the employee is abusing legal drugs, other than alcohol, then the following procedure shall apply:

A. The employee shall be required to submit to a test(s) to determine the presence of said drug(s). Such test(s) shall be administered by a facility licensed and certified by the State of Illinois to conduct such test(s).

   The employee may also request a second test(s) to be administered by a facility licensed and certified by the State of Illinois to conduct such test(s). The second test(s) must be administered within 36 hours of the first test(s) and must be conducted in the presence of a representative of the Employer. Following completion of the test(s) required by the Employer, the employee shall be sent home with pay.

   Any employee who fails to complete all test(s) required by the Employer shall result in disciplinary action as set forth in Article XIX of this Agreement.

B. If the results of the test(s) requested by the Employer are negative, no further action against the employee shall be taken and all compensation time used by the employee during such investigation shall be restored.

C. If the test(s) results of the employee are positive, the employee shall be immediately relieved of duty and the employee shall be advised confidentially by the Fire Chief to seek assistance through an established drug rehabilitation program or his family physician.

D. Any employee, who by his own admission, is determined to have a drug abuse problem as defined in Section 6 of this Article shall be granted leave without pay to seek assistance defined in Section 6 of this Article shall be granted leave without pay to seek assistance through an established drug rehabilitation program. The employee shall be able to use any compensation time or vacation time as the employee may have accumulated or sick leave in order to participate in such a program. Successful completion of a drug abuse rehabilitation program within one year is required. Failure to complete such a program within one year shall be the basis for dismissal.

E. Any employee who admits he has a drug abuse problem or who has been determined to be abusing legal drugs and refuses to seek rehabilitation through an established drug abuse rehabilitation program is subject to disciplinary action set forth in Article XIX of this Agreement.

F. Any employee who has completed a drug rehabilitation program within one year, and who has been deemed suitable to return to work by a licensed physician or counselor, shall return to work without loss of seniority or any other benefits held at the time the leave was granted.

G. Any employee who has completed a drug rehabilitation program and has returned to work is subject to random drug testing by the Employer for a period of two years following the employee's return to work.

H. Any employee, who after completing a drug rehabilitation program as set forth in Section 25.6 D who tests positive for legal drugs and is found to be abusing said drugs shall be subject to disciplinary action as set forth in Article XIX of this Agreement.

Section 25.7 – Tests to be Conducted

When conducting tests authorized by this Agreement the Employer agrees that all testing will be conducted in compliance with the Standards and Procedures for Testing for Alcohol and/or Other Drugs by Breath, Blood, and/or Urine Analysis as defined by the Illinois Department of Public Health.

A. Breath tests will be conducted only upon certified breath testing instrument(s), licensed operators.

B. Employees who desire to have a blood test in addition to taking a breath test may do so, as long as they submit to the test within 2 hours of having taken the breath test and said test is in compliance with the above Standards and Procedures for testing Alcohol and/or Other Drugs.

C. The cost of any test(s) requested by the Employer will be borne by the Employer. The cost of any test(s) requested by the employee or the Union will be borne by the employee or the Union.

D. When a party requests a blood or urine test(s) a sufficient sample of the same bodily fluid will be collected to allow for initial screening, a confirmatory test and a sufficient amount to be set aside, reserved for later testing if requested by the other party.

E. The Employer agrees that a chain of custody will be maintained on all samples collected, other than breath, to insure the integrity of the identity of each sample.

F. Both parties agree to provide the other party with copies of all information and reports received in connection with testing and the results.

G. The Employer agrees that the collection of samples will be conducted in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration.

H. The Employer will require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and the confirmation test are positive for a particular drug or alcohol. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understanding expressed herein, the Employer will not use such information in any manner or forum adverse to the employee's interests.

Section 25.8 – Random Testing

In addition to the other provisions of this Article, all employees shall be subjects to the random drug-testing program administered by the Village for all its other employees, subject to the following requirement:

A. Employees shall be part of the Village's Non-DOT employee pool.

B. The annual testing pool shall be no more than 25% of the total employees in the Non-DOT pool.

C. Testing shall not be done more often than four times per year.

D. Testing shall be done while employees are on duty either on a regular pay or overtime basis depending upon the shift of the employee.

Section 25.9 – Marijuana (Cannabis)

Cannabis is an illegal drug for purposes of this section notwithstanding the fact it may be prescribed by a medical doctor or that it is legal in another state.

Section 25.10 – First Time DUI Offender

In the event an employee is charged with a DUI (alcohol or drugs) and he or she is first time offender and there were no aggravating circumstances, the Fire Chief at his sole discretion may allow the employee to continue working without driving provided the period does not exceed six months.

The decision of the Fire Chief is not subject to the grievance process.

ARTICLE XXVI – GUARANTEE OF TERMS

The Employer agrees that this Agreement shall be immediately submitted to its Legislative Body for ratification and concurrent adoption in ordinance form pursuant to the municipality's legislative authority. Such action by the Legislative Body shall commit the municipality to enact no subsequent ordinances, executive orders or rules and regulations having the force and effect of law which would impair the binding effect of a or maker unenforceable the terms of this Agreement, in accordance with Section 15 of the Illinois Public Labor Relations Act (5 ILCS 315/15).

ARTICLE XXVII – EDUCATIONAL ASSISTANCE POLICY

A. Regular and full-time paramedics who wish to pursue courses may receive financial assistance from the Village. The village will reimburse one hundred percent (100%) of the costs of tuition and those textbooks for each course. Laboratory fees and other fees and charges are not reimbursable. The reimbursement for tuition for lower division courses (i.e. freshman and sophomore level courses) shall not exceed the semester hour rate then in effect at Illinois Central College. The reimbursement for tuition for upper division courses (i.e. junior and senior level courses) shall not exceed the semester hour rate then in effect at Illinois State University. Paramedics seeking reimbursement under this Policy shall be required to apply for financial assistance, with any reimbursement by the Village based on the net tuition cost after financial assistance. Financial assistance does not include loans that an employee is obligated to pay. In order to be eligible for reimbursement courses must be:

1. Offered by an accredited college or university;
2. Directly related to the paramedic's current positions or other positions to which the paramedic might reasonably be promoted or transferred.
3. For the purpose of:
   (a) Directly improving the knowledge, skills, abilities, or job performance of the paramedic;
   (b) Preparing the paramedic for technological or other changes occurring in the employee's career field; or
   (c) Preparing the employee for a change in duties, functions, or responsibilities, or for the assumption of new and different duties, functions, or responsibilities.

B. Paramedics who desire to require assistance under this Policy shall seek the approval of the Fire Chief prior to enrollment. Paramedics shall take courses on their own time. If a course is only offered during working hours, the Fire Chief may allow time during working hours for class attendance. However, such scheduling shall be at the sole discretion of the Fire Chief, and except for the use of available paid leave, under no circumstances shall a paramedic be paid for time spent attending classes. Upon successful completion of an approved course or courses, the employee shall submit to the Fire Chief, a grade report reflecting a grade of "C" or better and receipts for tuition and textbooks in order to receive reimbursement. All claims for reimbursement must be submitted within sixty (60) calendar days of course completion. Reimbursement shall be for a maximum of two (2) courses per school term (i.e. semester, trimester, quarter).

C. A paramedic desiring reimbursement under this Article shall sign a form stating their intention to remain employed by the Village for two (2) years following the date of such reimbursement. In the event a paramedic voluntarily ceases employment, or is terminated for cause, with the Village before the expiration of the aforesaid two (2) year period, then the paramedic will reimburse the Village for one hundred percent (100%) of the amount previously paid by the Village.

D. This program does not include expenses for attending seminars, workshops, or short courses for educational courses required by the Fire Chief or supervisor.

E. Paramedics who wish to receive financial assistance from the Village pursuant to this Policy shall authorize the Village, in writing, to withhold from his/her final paycheck all amounts required to reimburse the Village as provided above.

ARTICLE XXVII – SUBCONTRACTING

The Employer reserves the right to subcontract subject to the requirements of applicable law. In the event that the Village desires during the term of the Agreement to subcontract any work currently performed by employees, the Village shall notify the Union of its proposal in writing. Upon request from the Union, the Village shall meet and negotiate in good faith with the Union for a period of at least 30 days to consider alternatives to its proposed action before taking any action to implement its proposal.

The subcontracting language set forth above shall not be construed as a waiver by either the Employer or the Union of their respective rights under law nor shall it be construed in any manner as a "permissive agreement:" between the Union and the Village authorized by the Act.

ARTICLE XXIX – LAYOFF AND RECALL

Section 29.1 – Layoff

Where there is an impending layoff with respect to the employees in the bargaining union, the Employer shall inform the Union in writing no later than thirty (30) days prior to such layoff and layoffs may be initiated by the Employer. The parties agree to meet to discuss the 30 days as to alternative to layoffs. At the end of the 30 days, if no agreement is reached, the Village may continue with layoffs and that discussion is not subject to grievance. The Employer will provide the Union with the names of all employees to be laid off prior to the layoff.

Probationary employees, temporary and part-time employees shall be laid off first, and then employees shall be laid off in accordance with their seniority. If full-time employees are to be laid off they shall be laid off by seniority starting with paramedics, then after paramedics, shift supervisors. The date of seniority will be based on the seniority list as provided pursuant to Article 8 (Seniority). All employees shall receive notice in writing of the layoff at least thirty (30) days in advance of the effective date of such layoffs.

Section 29.2 – Other Employees

In the event of a layoff of employees covered under this Agreement, the Employer agrees not to hire or permit other employees to perform those duties normally performed by a Paramedic while any Paramedic is on layoff status.

Any employee covered under this Agreement who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled in the reverse order of layoff.

Section 29.3 – Recall

It is understood that recall rights will be limited to thirty-six (36) months.

ARTICLE XXX – SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by an court action, or by reason of any existing or subsequently enacted Federal or State Legislation, the remaining parts or portion of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations subject to the procedures set forth in Section 14 of the Illinois Public Labor Relations Act (5 ILCS 315/14).

ARTICLE XXXI – TERM OF AGREEMENT

This Agreement shall be deemed effective as of May 1, 2017, and shall remain in full force and effect until 12:00 midnight, April 30, 2020. This Agreement shall continue in full force and effect for a one year period, unless notice of termination is given in writing by either party no earlier than sixty (60) days preceding expiration. Notice shall be deemed to have been given as of the date same was postmarked. In the alternative, written notice may be tendered in person, in which case that date of notice shall be the written date of receipt. For purposes of this paragraph, notice shall be given to the person at the place designated below:

For the Village of Morton:

President, Jeff Kauffman
120 N. Main
P.O. Box 28
Morton, IL 61550

Village Administrator, Julie Smick
120 N. Main
P.O. Box 28
Morton, IL 61550

Fire Chief, Joe Kelly
300 W. Courtland
Morton, IL 61550

For the Union

Morton Paramedics Local 4952
Jeremy Meritt, President
600 W. Jefferson
P.O. Box 491
Morton, IL 61550

Dated this _____day of _____, 2018, at the Village of Morton.

FOR THE VILLAGE OF MORTON:

Jeff Kauffman, President

Joe Kelley, Fire Chief

Julie Smick, Village Administrator

FOR THE UNION:

Jeremy Meritt, President

Tim Williamson, Secretary/Treasurer

APPENDIX "B:" WAGE AND SALARY SCHEDULE