

**LABOR AGREEMENT BETWEEN  
VILLAGE OF MORTON IL  
AND  
MORTON FIRE & EMS  
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 Fire & EMS, 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

### Section 2.1 Recognition

The employer hereby recognizes the union as the sole and exclusive bargaining representative for all full-time firefighter, firefighter-paramedic, fire engineer, Captain and paramedic employees of the Village of Morton, excluding part-time firefighter and paramedics employees, salary-based administrative staff, 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. Salary-based administrative staff are those employees who are full-time employees whose primary job responsibilities involve clerical or supervisory duties, and who do not spend a majority of their work time manning an emergency response vehicle/apparatus.

### Section 2.2 Gender Neutrality

Both the village and the Union have made all attempts to create a gender-neutral contract. Employee, member, members, they, they're, them, and their is to represent all employees by which the contract refers to. In an effort to make the contract gender-neutral if a gender-neutral identifier is used in this agreement, it shall be construed to include all employees/members.

### Section 2.3 Fair Representation

The Union recognizes its responsibility as a 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 2.4 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.

## ARTICLE III – UNION SECURITY AND RIGHTS

### **Section 3.1 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, fair share 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 on the dues deduction form attached as Appendix C. 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 3.2 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.

### **Section 3.3 New Employee Briefing**

Within the Employee onboarding process, the employer shall permit two (2) designated Union representatives to meet with the new full-time fire department employees for the purpose of explaining Union membership and benefits. There shall be thirty (30) minutes allotted for the briefing at a reasonable time in the schedule, as determined by the Fire Chief or their designee, and shall not disrupt operations. Participation in the briefing shall be voluntary.

### **Section 3.4 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 3.5 Full Time Chain of Command.**

The Fire Chief may develop and implement a performance evaluation system for bargaining unit employees and retains the discretion to conduct or delegate such evaluations. Evaluations not performed by the Fire Chief shall not be used as a component of the promotional process or as a basis for discipline. Employees shall be provided with a performance review at least annually and are intended to provide feedback on performance, assist with development, and identify areas for improvement.

Nothing in this section shall limit the authority of the Fire Chief or their designee in the absence of the Fire Chief to issue orders and provide supervision. The Fire Chief shall have the sole authority to or recommend disciplinary action in the normal course of operations.

## 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 employees covered by the terms of this Agreement shall be assigned to the regular platoon duty shifts. Platoon shift does not apply to the assigned Float Paramedic as designated by the Fire Chief. For the purposes of this Agreement a “duty shift” or “duty day” shall be defined as twenty-four (24) consecutive hours of duty, starting at 7:00 AM and ending 7:00 AM the following day. The duty shift shall be followed by forty-eight (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 ensure adequate staffing and a harmonious work environment.

Employees shall not be allowed to be on –duty for more than 48 hours within any given seventy-two (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 Float Medic**

The Village may from time to time employ a full-time paramedic or firefighter-paramedic who is not assigned a regular duty cycle of twenty-four (24) hours on duty and forty-eight (48) hours off duty, hereinafter, referred to as a “float paramedic.” This position is designed to provide manning for open shifts, notwithstanding, the provisions of Section 4.2. The float paramedic shall work those shifts assigned by the Fire Chief or designee. It is expressly anticipated that flexibility in the scheduling of the float paramedic shall be necessary.

### **Section 4.4 Overtime Hours**

#### **(a) Paramedics and Paramedic Captains**

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 Labor Standards Act.

**(b) Firefighters, Firefighter-Paramedics, Engineer and Fire Captains**

Firefighters, Firefighter-Paramedics, Engineers and Captains shall receive overtime compensation at one and one-half (1½) times their regular hourly rate for all hours worked in excess of 204 hours in a designated 27-day FLSA work period, in accordance with Section 7(k) of the Fair Labor Standards Act (29 U.S.C. § 207(k)). The Employer shall designate and maintain a 27-day FLSA work period for this purpose.

**(c) Hours Worked in Excess of Employees Regular Schedule.** The parties understand and acknowledge that employees regular platoon schedule shall result in hours paid as overtime, but that are a part of an employees normal platoon shift schedule. From time to time, employees may work hours in excess of an employees ordinary platoon shift. All hours worked in excess of an employees ordinary platoon shift shall be paid as overtime in the pay period in which the hours in excess of the platoon shift were worked.

**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 A”

**Section 5.2 Straight-Time Hourly Rate**

The annual base salary for each employee shall include both straight-time compensation and all required overtime compensation under the Fair Labor Standards Act (FLSA), based on the employee’s assigned schedule and applicable legal classification.

1. Paramedics, Paramedic Trainees, and Paramedic Captains assigned to a 24/48 schedule shall have their annual base salary divided by 3,328 hours to determine their hourly rate. This divisor accounts for both the straight-time and the time-and-one-half overtime compensation required under the FLSA for hours worked in excess of forty (40) per week, ensuring that total compensation aligns with the agreed annual salary.
2. Firefighters, Firefighter-Paramedics & Fire Captains assigned to a 24/48 schedule shall have their annual base salary divided by 2,990 hours to determine their hourly rate. This divisor accounts for both straight-time hours and overtime compensation required under 29 U.S.C. § 207(k) for hours worked in excess of 204 hours in a designated 27-day work period.
3. Float Medic – When the Village is employing the float paramedic, their salary will be adjusted 4% above their current base step to recompense the oddity of their ever-changing schedule.

**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**

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

<u>Required Years of Employment</u>	<u>Longevity Increase Added to Base Salary</u>
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)

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

<u>Required Years of Employment</u>	<u>Longevity Increase Added to Base Salary</u>
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)

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**

A new hire shall start at Step A.

**Section 5.8 Paramedic Promotions**

If a person is promoted from paramedic to paramedic captain, the pay shall be as set forth in Appendix A.

**Section 5.9 Firefighter Promotions**

[Reserved]

**Section 5.10 Experienced Pay**

Notwithstanding the provisions of Article V and Appendix A of the collective bargaining agreement, the parties agree that exceptions may be made to the starting salary of step A, in the interest of attracting an experienced paramedic(s). New employees may be offered one additional step in the pay scale for every three (3) years of relevant experience. The starting salary of a new employee will be capped at step D in the pay scale. The terms and conditions by which new employees starting salary may be increased shall be as set forth as follows

<b>A. Experience</b>	
Paramedic Experience	2 points for every three (3) years of full-time experience
EMS/Fire Supervisory Experience	1 point
MFP part-time	1 Point
<b>B. Training</b>	
EMS Lead Instructor or Training Officer experience or two or more alphabet instructor certifications	1 point
<b>C. Education</b>	
Associate degree	1 point
Associate EMS/Fire	2 points

Bachelor Degree	2 points
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Points Earned	Starting Salary Step
< 3	A
3-6	B
7-9	C
10+	D

**Section 5.11 Acting Up**

In the absence of a Shift Captain, either for the paramedic division or the fire division is off, then a qualified employee will be chosen based on seniority on the shift to act as the shift leader. They shall receive the amount of one hour of additional pay at one and a half times their regular rate of pay. No fire division Shift Captain shall be paid acting up pay under this section until rank is established. The provisions of this section may be reopened at request of Union or Employer for the limited purpose of addressing changes necessitated once rank is established in the fire division.

When a vacancy occurs in the rank Captain, due to injury, illness, suspension, or unpaid leave, and that vacancy is expected to last more than sixty (60) calendar days, at any time after notification of the Chief by the employee, the Chief may at their discretion make a temporary appointment of the most senior person assigned to the platoon shift upon which the vacancy has occurred. Such temporary promotion shall continue until the captain returns to work or retires.

ARTICLE VI – PAID LEAVES OF ABSENCE

**Section 6.1 PTO Paid Time Off.**

Paid time off (PTO) will be accrued by full-time employees in accordance with the following schedule:

Service Time (full time employment)	Number of anticipated PTO hours earned annually	PTO earned per work hour*	Maximum number of PTO hours that can be banked
<1 year	104	0.036	104
1-2 years	152	0.052	152
2-5 years	224	0.077	224
5-10 years	272	0.093	272
11 years	296	0.102	296
12 years	320	0.110	320
13 years	344	0.118	344
14 years +	392	0.135	392

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

Paid time off is for scheduled time off and planned absences scheduled at least seventy-two (72) hours in advance. If not scheduled seventy-two hours in advance, then paid time off shall be given first to part

time employees before full time employees, notwithstanding the language in Article 9.1 (3). The Village shall not buyback paid time off of any employee.

Paid time off is earned only during regularly scheduled work hours and while off work using previously earned paid time off or sick time.

Paid time off will not be earned while working on any non-regularly scheduled time, while on unpaid leave, trade time, unscheduled overtime or training.

### **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. Role is to be defined as EMS ambulance provider and Fire apparatus personnel. An initial Vacation Schedule shall be provided, by seniority once (1) per calendar year, and shall be finalized by December 15 of each year. After the initial vacation list is finalized, further vacations will be awarded on a first come first serve basis. An employee may be guaranteed off their assigned vacation shift, barring Fire Chief administrative privileges so long as the request is made ninety (90) days in advance. An employee is not guaranteed off their assigned vacation shift, if a request is not made at least ninety (90) days in advance.

### **Section 6.3 Sick and Injury Leaves**

Any employee incurring a sickness or disability shall receive sick leave with full pay. Employees shall earn 10.92 hours of "sick leave" for each calendar month of employment. Upon retirement accrued unused sick time can be applied at a rate of 8.4 hours per day to IMRF service credit or Article 4 service credit, up to the applicable IMRF or Article 4 maximum. 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 (a) due to illness, injury, or medical appointment of the employee or (b) due to illness, injury, or medical appointment of the employee's sick child, sibling, spouse, domestic partner, 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, injury or medical appointment, 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 per year by the employee for absences due to an illness, injury, or medical appointment of the employee's child, sibling, spouse, domestic partner, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

New hire employees shall be granted 24 hours of sick time upon hire date. These hours may be used immediately subject to applicable rules and restrictions applicable for use of sick time by employees. The employee will not begin to accrue additional sick time off hours until the first 24 hours have been earned

bringing the bank back to 0 hours. This is intended to provide a new hire use of a sick day in the case of emergency or illness. Should the employee leave for any reason prior to earning the first 24 hours back they may have the wages deducted from their final paycheck the difference between hours used and hours earned.

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 their 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 their 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.

The maximum amount of sick leave an employee may donate during any one calendar year, notwithstanding the number of employees to whom donation is made, shall be equal to one-half of the amount of sick leave they 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 Captain or Fire Captain. 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 of 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 personal 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, they shall, as soon as possible under the circumstances, notify their supervisor of their desire for funeral leave. They shall provide such information regarding the request as their 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.

Employees shall be granted bereavement leave in accordance with the following schedule:

Dependent	Immediate	Extended
-Spouse/Domestic Partner -Child (Natural, Adopted, Foster, Step)	-Parents/Step-parents -Employee sister/step-sister -Employee brother/step-brother -Employee Grandparents	-Employee Grandchildren -Employee Son/daughter-in-law -Employee Father/Mother-in-law -Employee Aunt/Uncle -Spousal Grandparent -Brother/Sister-in-law
-3 Duty Days  If an employee is on duty at the time they are notified of the death of a dependent, they shall be excused for the remainder of the shift, and be granted three (3) duty days of bereavement	-2 Duty Days	-1 Duty Day

**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, they shall notify the Fire Chief. Leave may be granted in accordance with the FMLA, provided the employee has complied with all applicable provisions of the same.
- (B) If an employee is not working due to pregnancy, and they are on leave pursuant to FMLA, they will be paid to the event they have accumulated "sick leave" days. After all accumulated sick days are used, the employee will not be paid for any days during which they are absent from work due to pregnancy.

**Section 6.7 Fitness for Duty:**

- (A) In the event the employer has a reason to believe an employee is physically unfit to perform their duties due to injury, illness or other medical condition, the Employer may request a fit for duty physical exam from IRWC or another occupational health professional selected by the Employee.
- (B) In the event the Employer has a reason to believe an employee is psychologically unfit to perform their duties, or to determine fitness for return to duty following a layoff or absence, the Employer may require, at its expense, the Employee to undergo psychological or psychiatric evaluation by a certified physician or other certified psychiatrist or psychologist of the Employer's choosing. The Employee shall be provided copies of all reports, information, and opinions of the examining medical professional. If the evaluation indicates that the Employee is not fit for duty, then the Employee may, at their own expense, seek an evaluation from a qualified physician or other medical professional. The Employer shall be provided copies of all reports, information, and opinions of the evaluating medical professional chosen by the Employee. If found fit by this medical professional, then a third medical professional will be selected by the other two medical professionals to determine if the Employee is fit for duty. The expense of the third medical professional shall be divided equally by the Employer and Employee. An Employee found not fit for duty may apply for sick leave or other leave of absence as provided in this Agreement.

**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 and 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 all leave they 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.

Once the Village of Morton has enough information to determine that an employee's leave request qualifies as FMLA leave, the Village shall designate the leave as FMLA leave and shall provide notice of such designation to the employee. The 12 weeks of paid leave to which an employee is eligible under the FMLA shall run concurrently with paid time off benefits available to the employee.

## 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 employees, according to the provisions set forth in this Article.

### Section 8.3 Probation Period

New full-time employees shall serve a probationary period of one (1) year from their date of hire. During the probationary period, an employee may be discharged with or without cause and the discharge shall not be subject to the grievance provisions under Article 10. The Fire Chief may, but is not required, to provide the employee with written notice for the reason(s) for the discharge. Any employee absent from duty for more than thirty (30) calendar days in the aggregate, shall have their probationary period extended by the amount of time missed.

If the employee is retained beyond the probationary period their seniority shall be retroactive to their most recent 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, discharged 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 employees by order of the overtime list. Each full time employee will have the opportunity to claim up to 12 hours per month of overtime from the initial offering. After all full time employees have had an opportunity to claim up to twelve hours, the open shifts will then be offered to part time employees. 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 employees. Shifts will be claimed and assigned in the same manner as the initial offer. To encourage individuals to work overtime, when assigning overtime on holidays, individuals with the most amount of overtime hours on the overtime list, as maintained by the Union, shall be provided 12 hour increments first, filling from the most hours worked to the least

#### **Section 9.1 Open shift filling**

1. An Ambulance must be staffed at a minimum with one paramedic, ideally 2 paramedics
2. The Village may employ part-time firefighters as a supplement to Full-time Certificated Firefighters in accordance with the Firefighter Substitutes Act (65 ILCS 5/10-1-14) to support the operational needs of the Morton Fire Department. Part-time Firefighters are defined as certified fire personnel employed by the Village who hold the certification of Basic Operations Firefighter/Firefighter 2 or the equivalent and are regularly scheduled to work fewer hours than full-time employees and who are not members of the bargaining unit. The Fire Chief retains the sole and exclusive right to hire, assign, schedule, and define duties of part-time firefighters, including the right to fill vacancies with part-time staff in accordance with Article 9.1(5). Nothing in this section shall require the Village to maintain a minimum or maximum number of part-time firefighters. Part-time firefighters may be assigned to supplement full-time staffing, cover vacancies in accordance with Article 9.1(5), respond to emergency incidents, or support other departmental functions at the discretion of the Fire Chief.
3. Employees who cannot work their scheduled shift, regardless of the reason for their absence, shall notify the on-duty Captain or senior employee in the event that a Captain 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 Captain may grant an exception to the 1 hour stipulation.

4. This policy may be used in conjunction with the holdover policy to ensure that continuous staff coverage is maintained.
5. Every effort should be made to fill voluntary open shift coverage in the following order:
  - a. Full-time employees
  - b. Part-time employees
6. 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.
7. In the event that the Fire Chief or their 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.
8. The Union shall maintain the overtime list of all full-time 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 1<sup>st</sup> 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" position 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 for a non-firefighter paramedic, and for a firefighter employee by the highest total of points awarded during the original appointment process.
  - e. Employees assigned to mandatory recall shall have a maximum of one and one-half (1 1/2) hours from the time that they are notified of a mandatory recall to report to duty.

- f. The maximum number of consecutive hours under mandatory recall that an employee may be required to work is 12. An employee may not be called to work again under these mandatory recall provisions until the employee has had 12 consecutive hours of time off.
- g. 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 employees 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. A 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 who 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 employees 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 their 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 their 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 their 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 their 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 their 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 their 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 of 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 their selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s). If FMCS is unable or unwilling to provide a panel, either party may instead request that the Illinois Labor Relations Board (ILRB) furnish a list of arbitrators from its roster. The selection process shall follow the strike procedure described above.

### **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 their 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 their 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**

### **Section 12.1 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**

A. The Employer shall provide health insurance, vision insurance and dental insurance coverage in accordance with the summary of benefits and coverages attached hereto as Appendix B. Appendix B reflects a PPO Plan and a High Deductible Health Plan. The Employer shall offer both the PPO and the High Deductible Health Plan to employees. In the event an employee elects coverage under the Employer's High Deductible Health Plan, the Employer shall annually contribute to that employee's HRA account an amount equal to the IRS maximum employer contribution for that calendar year in two installments. The first installment shall be paid as close to January 1 as practical and shall be in an amount equal to the \$6,400 for employees with family coverage and \$3,200 for employees with individual coverage. A second installment shall be paid by, on, or before July 1 in each calendar year, which shall be an amount equal to the difference between the IRS maximum HRA contribution level for that calendar year and the amount paid by the Employer on or about January 1. For employees who elect to participate in the Employer's PPO health Plan, the Employer shall annually contribute to each employee's HRA account \$3,000 for employees with family health insurance coverage and \$1,000 with individual health insurance coverage. Any new hire who elects to participate in the Employer's PPO plan shall receive a full annual HRA contribution with pro-ratio or adjustment of any kind.

B. The parties acknowledge that on the periodic renewal of the health insurance plan, there may be adjustments to the HDHP deductible, and there may be adjustments to the IRS maximum employer contribution into the employee's HRA. In the event the deductible for the a calendar year is increased in an amount greater than the maximum employer contribution into the HRA account, the Village shall pay to each employee enrolled in the HDHP during the calendar year a one-time bonus in a gross amount

equal to 50% of the difference between the HDHP deductible increase and the increase for the calendar year in the maximum HRA employer contribution. The one-time bonus shall be paid contemporaneously with the second installment paid by the Village into the employee's HRA account.

C. Notwithstanding the provision of Section 12.3 of the collective bargaining agreement, beginning January 1, 2024 the employees shall contribute towards the cost of health insurance the following per month:

	HDHP	PPO
Single	\$282.00	\$292.25
Employee + child	\$345.50	\$363.75
Employee + spouse	\$364.00	\$384.50
Family \$	410.00	\$436.25

**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.

**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 employees 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 may establish a safety committee with other village departments and if the Village does establish a safety committee, the union may have at least one representative on that committee. In the event either the Village or the Union so elects, one or more workplace safety meetings shall be held between representatives of the Village and Union to discuss workplace safety concerns.

## ARTICLE XIV – PENSIONS

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

For the term of this agreement, the Employer agrees to establish and maintain an obligation to provide a Article IV Downstate Firefighters Pension for all full-time firefighters and dual role paramedics.

## 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 to work forces;
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 Fire Department and 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 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 18.2 Jury Duty**

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

## **ARTICLE XIX – DISCIPLINE**

### **Section 19.1 – Definition**

The Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall be issued by the Fire Chief or the Board of Fire and Police Commissioners in accordance with the Fireman's Disciplinary Act and 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**

Shift trading is a privilege that shall not interfere with the operations of the Fire Department or result in the payment of overtime. Any employee may be granted a shift trade if approved, with full normal pay, for any working day(s), on which that employee is able to secure another employee of comparable status to work in his place. Shift trade requests shall be approved or denied within 48 hours of the request. Once a shift trade has been approved the trade shall be irrevocable except by the parties making the trade, and the employee trading (giving away) their shift shall NOT be subject to being forced in for overtime on the day they has traded. It will be the responsibility of the employees involved in the shift trade to keep their own records of day(s) owed between employees and the Village holds no responsibility for trades not paid back. Employees accepting the proposed trade once approved, must work the assigned shift that they agreed to on an approved trade. In the event an employee accepting the trade becomes ill and unable to work the shift, they shall be docked from their PTO bank for the hours unable to work. An employee may not trade more than 120 hours per rolling 30-day period.

**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 1<sup>st</sup> 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 in accordance with SOP/SOG 300.1, but does not refer to protective rescue garments. If in the determination of the Fire Chief, it is appropriate and necessary full-time 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 under SOP/SOG 300.1 and any other applicable GO's or SOP/SOG's:

## ARTICLE XXII – LICENSES / CERTIFICATIONS

### Section 22.1 Licensure and Certification

1. As a condition of employment, full-time paramedic, Firefighter-Paramedic Engineers and Fire Captain employees shall be required to continuously maintain any and all appropriate certifications, paramedic licensure as a paramedic, 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 employees 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 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 their designee and the Village Administrator or their 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 the 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 – PARAMEDIC TRAINEE

Notwithstanding any other provisions in the CBA to the contrary, the Village shall be permitted to hire individual Paramedic Trainees under the program parameters set forth in this Section.: A Paramedic Trainee may be hired when, in the sole discretion of the Village, it is determined that such a hire would serve the operational needs of the Department, including but not limited to circumstances where a fully certified paramedic is not reasonably available or where a trainee candidate presents a unique benefit to the Department.

- A. To be eligible for hire, or for continued employment in the Paramedic Trainee program, all individuals must meet the following requirements:
  - 1. Must hold an EMT basic license in good standing
  - 2. Must be currently enrolled in paramedic classes, OR must enroll in paramedic classes at the earliest convenience as directed by the Fire Chief immediately following hire
  - 3. Must pass the paramedic national registry within the first 3 attempts
  - 4. Must proceed through paramedic coursework and proceed to take the paramedic examination without undue delay
- B. Individuals employed as a paramedic trainee shall be eligible for reimbursement for the cost of classes to obtain paramedic certification, including classes taken before date of hire with the Village of Morton, under terms of existing Education Assistance Policy Village of Morton, except to the extent the village Education Assistance Policy conflicts with the language of this section. Reimbursement shall be paid for all courses completed prior to hire not less than 60 days after commencement of employment with the Village of Morton, and not later than 90 days after commencement of employment. Reimbursement for all classes taken during employment with the Village of Morton shall be paid within 30 days of completion of all classes required to obtain paramedic certification.
- C. Individuals employed as a paramedic trainee shall remain on probation for one (1) year. An employee’s probation may be extended for the sole purpose of their endeavor to obtain their

paramedic license or until the paramedic license is obtained, or the member has failed 3 attempts at the national registry whichever comes last, at which point the employee will be considered a full member.

- D. Pay scale for the paramedic trainee (EMT-Basic) See Appendix A.
- E. If an individual ceases to meet the eligibility criteria set forth in paragraph (a) of this section, the individual's employment with the Village of Morton shall be terminated by the Village of Morton.
- F. For sustainable work/life balance a paramedic trainee shall not be held accountable to the force in list, so long as, that trainee is currently enrolled and taking courses at an accredited school in an attempt to obtain their paramedic license. This shall also apply to intern hours at the end of the program.
  - 1. The intent is to encourage the trainee to finish the program as quickly and without distraction.

#### 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.
- 3. The Union agrees that its members shall sign, upon request by the Village, an acknowledgment of receipt of any Village policy, so long as the receipt contains a conspicuous statement that if the terms of the Village policy conflict with the terms of a collective bargaining agreement, then the provisions of the collective bargaining agreement shall control.

#### 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, while performing work for the Employer or while 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. Consuming or possessing cannabis, including cannabis used for medical purposes in accordance with the Compassionate Use of Medical Cannabis Program Act, 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;
- C. Illegally selling, purchasing, possessing, or delivering any illegal drug; or being under the influence of any illegal drug
- D. Being under the influence of alcohol during the course of the work day, while performing work for the Employer, or while 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; or during any time the employee is on duty having a blood alcohol content of .02% or more;
- E. Being under the influence of cannabis during the course of the work day, while performing work for the Employer, or while 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; or
- F. 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 their 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 their 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 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 or scheduled for duty.
- 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 and any employee found to have consumed alcohol while is duty shall be subject to discipline under Article XIX

#### **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 split specimen test within 36 hours of the receipt by the employee of the results of the initial test or a second test 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 receipt by the employee of the results 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.

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 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 split specimen test within 36 hours of the receipt by the employee of the results of the initial test or a second test 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 receipt by the employee of the results 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.

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 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 their 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 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 they have 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)**

Although cannabis is now legal in Illinois, it is still illegal under federal law. The use of cannabis by employees in safety sensitive positions, such as paramedics, even when such use is prescribed by a health care provider, is expressly prohibited. The off-duty use of cannabis by an employee in safety sensitive positions is also prohibited. The cutoff concentration for a positive initial cannabis test analyte shall be 50 ng/mL<sup>3</sup> of marijuana metabolites (THCA)<sup>2</sup> and for a confirmatory test analyte shall be 15 ng/mL of THCA. A test below the aforesaid cutoff concentration shall not be considered a positive test for the purposes of this Agreement.

#### **Section 25.10 – First Time DUI Offender**

In the event an employee is charged with a DUI (alcohol or drugs) and they are a first time offender and there were no aggravating circumstances, the Fire Chief at their 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 make 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 employees 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. Employees 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 employee's current positions or other positions to which the employee might reasonably be promoted or transferred.
  3. For the purpose of:
    - (a) Directly improving the knowledge, skills, abilities, or job performance of the employee;
    - (b) Preparing the employee 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. Employees who desire to require assistance under this Policy shall seek the approval of the Fire Chief prior to enrollment. Employees 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 an employee 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. An employee 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 employee voluntarily ceases employment, or is terminated for cause, with the Village before the expiration of the aforesaid two (2) year period, then the employee 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. Employees who wish to receive financial assistance from the Village pursuant to this Policy shall authorize the Village, in writing, to withhold from their final paycheck any and 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 or Firefighter/Paramedic while any employee 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 a 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, 2025 and shall remain in full force and effect until 12:00 midnight, April 30, 2030. 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

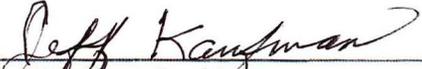
Fire Chief, Justin Hale  
300 W. Courtland  
Morton, IL 61550

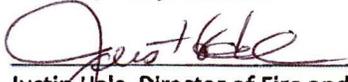
For the Union

Morton Fire & EMS Local 4952  
Kris Ambrosia, President  
P.O. Box 491  
Morton, IL 61550

Dated this 22<sup>nd</sup> day of October, 2025, at the Village of Morton.

FOR THE VILLAGE OF MORTON:

  
\_\_\_\_\_  
Jeff Kaufman, President

  
\_\_\_\_\_  
Justin Hale, Director of Fire and Emergency  
Service

  
\_\_\_\_\_  
Julie Smick, Village Administrator

FOR THE UNION:

  
\_\_\_\_\_  
Kris Ambrosia, President

  
\_\_\_\_\_  
Mark Gilles, Secretary/Treasurer

**APPENDIX A: WAGE AND SALARY SCHEDULE**

<b>Firefighter &amp; Paramedic Trainee (EMT-Basic)</b>							
Year	A	MAX					
2026	\$66,504	\$68,606					
2027	\$68,998	\$71,179					
2028	\$71,413	\$73,670					
2029	\$73,912	\$76,248					
2030	\$76,499	\$78,917					
<b>Paramedic &amp; Firefighter-Paramedic</b>							
Year	A	B	C	F	E	F	MAX
2026	\$70,489	\$72,521	\$74,615	\$76,771	\$78,992	\$81,280	\$83,636
2027	\$72,956	\$75,059	\$77,226	\$79,458	\$81,757	\$84,125	\$86,563
2028	\$75,509	\$77,687	\$79,929	\$82,239	\$84,618	\$87,069	\$89,593
2029	\$78,152	\$80,406	\$82,727	\$85,117	\$87,580	\$90,116	\$92,729
2030	\$80,888	\$83,220	\$85,622	\$88,096	\$90,645	\$93,270	\$95,974
<b>Engineer</b>							
Year	A	B	C	D	E	F	MAX
2026	\$72,521	\$74,615	\$76,771	\$78,992	\$81,280	\$83,636	\$86,063
2027	\$75,059	\$77,226	\$79,458	\$81,756	\$84,125	\$86,563	\$89,075
2028	\$77,687	\$79,929	\$82,239	\$84,618	\$87,069	\$89,593	\$92,193
2029	\$80,406	\$82,727	\$85,117	\$87,579	\$90,116	\$92,729	\$95,419
2030	\$83,220	\$85,622	\$88,096	\$90,645	\$93,270	\$95,974	\$98,759
<b>Paramedic Captain/Fire Captain</b>							
Year	A	B	C	D	E	F	MAX
2026	\$74,554	\$76,709	\$78,927	\$81,212	\$83,568	\$85,992	\$88,489
2027	\$77,163	\$79,393	\$81,689	\$84,055	\$86,492	\$89,002	\$91,587
2028	\$79,864	\$82,172	\$84,548	\$86,997	\$89,520	\$92,117	\$94,792
2029	\$82,659	\$85,048	\$87,508	\$90,042	\$92,653	\$95,341	\$98,110
2030	\$85,552	\$88,025	\$90,570	\$93,193	\$95,896	\$98,678	\$101,544

The above salary schedule is based on a calendar year. Employees will move up one step, if not at the "Max," on the anniversary of the commencement of the Employees employment with the Village.

APPENDIX B – HEALTH INSURANCE, VISION INSURANCE AND DENTAL INSURANCE PLAN SUMMARY



BlueCross BlueShield of Illinois

# High Deductible Plan

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company : MIEEEE4045 BlueEdge HSA 4045



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, visit [www.bcbsil.com/member/policy-forms/2025](http://www.bcbsil.com/member/policy-forms/2025) or by calling 1-800-541-2768. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [www.healthcare.gov/sbc-glossary/](http://www.healthcare.gov/sbc-glossary/) or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
<b>What is the overall deductible?</b>	Individual: Participating \$3,500; Non-Participating \$7,000 Family: Participating \$7,000; Non-Participating \$14,000	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
<b>Are there services covered before you meet your deductible?</b>	Yes. Certain <u>preventive care services</u> are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="http://www.healthcare.gov/coverage/preventive-care-benefits/">www.healthcare.gov/coverage/preventive-care-benefits/</a> .
<b>Are there other deductibles for specific services?</b>	Yes. Out-of-Network Inpatient \$300. There are no other specific <u>deductibles</u> .	You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this <u>plan</u> begins to pay for these services.
<b>What is the out-of-pocket limit for this plan?</b>	Individual: Participating \$3,500; Non-Participating \$7,000 Family: Participating \$7,000; Non-Participating \$14,000	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
<b>What is not included in the out-of-pocket limit?</b>	Premiums, <u>balance billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
<b>Will you pay less if you use a network provider?</b>	Yes. See <a href="http://www.bcbsil.com">www.bcbsil.com</a> or call 1-800-541-2768 for a list of Participating <u>Providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
<b>Do you need a referral to see a specialist?</b>	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	Virtual Visits: No charge after <u>deductible</u> . See your benefit booklet* for more details.
	<u>Specialist</u> visit	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	None
	<u>Preventive care/screening/immunization</u>	No Charge; <u>deductible</u> does not apply	No Charge after <u>deductible</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your plan will pay for.
<b>If you have a test</b>	<u>Diagnostic test</u> (x-ray, blood work)	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details.
	Imaging (CT/PET scans, MRIs)	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	
<b>If you need drugs to treat your illness or condition</b> More information about <u>prescription drug coverage</u> is available at <a href="http://www.bcbsil.com/rx-drugs/drug-lists/drug-lists">www.bcbsil.com/rx-drugs/drug-lists/drug-lists</a>	Generic drugs (Preferred)	No Charge after <u>deductible</u>	Retail: No Charge after <u>deductible</u>	Limited to a 30-day supply at retail (or a 90-day supply at a network of select retail pharmacies). Up to a 90-day supply at mail order. <u>Specialty drugs</u> are limited to a 30-day supply except for certain FDA-designated dosing regimens. Payment of the difference between the cost of a brand name drug and a generic may also be required if a generic drug is available. All Out-of-Network prescriptions are subject to a 50% additional charge after
	Generic drugs (Non-Preferred)	No Charge after <u>deductible</u>	Retail: No Charge after <u>deductible</u>	
	Brand drugs (Preferred)	No Charge after <u>deductible</u>	Retail: No Charge after <u>deductible</u>	
	Brand drugs (Non-Preferred)	No Charge after <u>deductible</u>	Retail: No Charge after <u>deductible</u>	
	<u>Specialty drugs</u> (Preferred)	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	

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SBC IL Non-HMO LG-2025

\*For more information about limitations and exceptions, see the plan or policy document at [www.bcbsil.com/member/policy-forms/2025](http://www.bcbsil.com/member/policy-forms/2025)

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
	<u>Specialty drugs</u> (Non-Preferred)	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	the applicable <u>copayment/coinsurance</u> . Additional charge will not apply to any <u>deductible</u> or out-of-pocket amounts. You may be eligible to synchronize your prescription refills, please see your benefit booklet* for details. The amount you may pay per 30-day supply of a covered insulin drug, regardless of quantity or type, shall not exceed \$100, when obtained from a Preferred Participating or Participating Pharmacy.
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	<u>Preauthorization</u> may be required. For Outpatient Infusion Therapy, see your benefit booklet* for details.
	Physician/surgeon fees	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	
<b>If you need immediate medical attention</b>	<u>Emergency room care</u>	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	None
	<u>Emergency medical transportation</u>	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	<u>Preauthorization</u> may be required for non-emergency transportation; see your benefit booklet* for details.
	<u>Urgent care</u>	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	None
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	No Charge after <u>deductible</u>	\$300/visit	<u>Preauthorization</u> required. <u>Preauthorization</u> penalty: \$1,000 or 50% of the eligible charge. See your benefit booklet* for details.
	Physician/surgeon fees	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	<u>Preauthorization</u> required.
<b>If you need mental health, behavioral health, or substance abuse services</b>	Outpatient services	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details.
	Inpatient services	No Charge after <u>deductible</u>	\$300/visit	<u>Preauthorization</u> required.
<b>If you are pregnant</b>	Office visits	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	<u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services,

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\*For more information about limitations and exceptions, see the plan or policy document at [www.bcbsil.com/member/policy-forms/2025](http://www.bcbsil.com/member/policy-forms/2025)

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
	Childbirth/delivery professional services	No Charge after deductible	No Charge after deductible	deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery facility services	No Charge after deductible	\$300/visit	
<b>If you need help recovering or have other special health needs</b>	<u>Home health care</u>	No Charge after deductible	No Charge after deductible	<u>Preauthorization</u> may be required.
	<u>Rehabilitation services</u>	No Charge after deductible	No Charge after deductible	<u>Preauthorization</u> may be required.
	<u>Habilitation services</u>	No Charge after deductible	No Charge after deductible	<u>Preauthorization</u> may be required.
	<u>Skilled nursing care</u>	No Charge after deductible	\$300/visit	<u>Preauthorization</u> may be required.
	<u>Durable medical equipment</u>	No Charge after deductible	No Charge after deductible	Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
	<u>Hospice services</u>	No Charge after deductible	No Charge after deductible	<u>Preauthorization</u> may be required.
<b>If your child needs dental or eye care</b>	Children's eye exam	Not Covered	Not Covered	None
	Children's glasses	Not Covered	Not Covered	
	Children's dental check-up	Not Covered	Not Covered	

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\*For more information about limitations and exceptions, see the plan or policy document at [www.bcbsil.com/member/policy-forms/2025](http://www.bcbsil.com/member/policy-forms/2025)

## Excluded Services & Other Covered Services:

### Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Dental care (Adult)
- Long-term care
- Routine eye care (Adult)
- Weight loss programs

### Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care (Chiropractic and Osteopathic manipulation limited to 30 visits per calendar year)
- Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases)
- Hearing aids (1 per ear every 24 months)
- Infertility treatment (4 completed oocyte retrieval maximum, with special approval up to 6 per benefit period.)
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine foot care (only in connection with diabetes)

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-541-2768 or [www.bcbsil.com](http://www.bcbsil.com), U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-541-2768 or visit [www.bcbsil.com](http://www.bcbsil.com), or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at 1-877-527-9431 or visit <http://insurance.illinois.gov>.

### Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

### Does this plan meet the Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

**Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-541-2768.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-541-2768.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-541-2768.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-541-2768.

*To see examples of how this plan might cover costs for a sample medical situation, see the next section.*

About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**  
(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's overall deductible</u>	<b>\$3,500</b>
■ <u>Specialist</u>	<b>\$0</b>
■ <u>Hospital (facility)</u>	<b>\$0</b>
■ <u>Other</u>	<b>\$0</b>

**This EXAMPLE event includes services like:**

- Specialist office visits (prenatal care)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (ultrasounds and blood work)
- Specialist visit (anesthesia)

<b>Total Example Cost</b>	<b>\$12,700</b>
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**In this example, Peg would pay:**

*Cost Sharing*

<u>Deductibles</u>	\$3,500
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0

*What isn't covered*

Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$3,560</b>

**Managing Joe's Type 2 Diabetes**  
(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's overall deductible</u>	<b>\$3,500</b>
■ <u>Specialist</u>	<b>\$0</b>
■ <u>Hospital (facility)</u>	<b>\$0</b>
■ <u>Other</u>	<b>\$0</b>

**This EXAMPLE event includes services like:**

- Primary care physician office visits (including disease education)
- Diagnostic tests (blood work)
- Prescription drugs
- Durable medical equipment (glucose meter)

<b>Total Example Cost</b>	<b>\$5,600</b>
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**In this example, Joe would pay:**

*Cost Sharing*

<u>Deductibles</u>	\$3,500
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0

*What isn't covered*

Limits or exclusions	\$20
<b>The total Joe would pay is</b>	<b>\$3,520</b>

**Mia's Simple Fracture**  
(in-network emergency room visit and follow up care)

■ The <u>plan's overall deductible</u>	<b>\$3,500</b>
■ <u>Specialist</u>	<b>\$0</b>
■ <u>Hospital (facility)</u>	<b>\$0</b>
■ <u>Other</u>	<b>\$0</b>

**This EXAMPLE event includes services like:**

- Emergency room care (including medical supplies)
- Diagnostic test (x-ray)
- Durable medical equipment (crutches)
- Rehabilitation services (physical therapy)

<b>Total Example Cost</b>	<b>\$2,800</b>
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**In this example, Mia would pay:**

*Cost Sharing*

<u>Deductibles</u>	\$2,800
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0

*What isn't covered*

Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$2,800</b>

The plan would be responsible for the other costs of these EXAMPLE covered services.



**BlueCross BlueShield of Illinois**

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company

**Health care coverage is important for everyone.**

If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984. We provide free communication aids and services for anyone with a disability or who needs language assistance.

We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability. If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator  
300 E. Randolph St., 35<sup>th</sup> Floor  
Chicago, IL 60601

Phone: 855-664-7270 (voicemail)  
TTY/TDD: 855-661-6965  
Fax: 855-661-6960

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at

U.S. Dept. of Health & Human Services  
200 Independence Avenue SW  
Room 509F, HHH Building 1019  
Washington, DC 20201

Phone: 800-368-1019  
TTY/TDD: 800-537-7697  
Complaint Portal: <https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>  
Complaint Forms: <https://www.hhs.gov/civil-rights/filing-a-complaint/complaint-process/index.html>

**To receive language or communication assistance free of charge, please call us at 855-710-6984.**

Español	Llámenos al 855-710-6984 para recibir asistencia lingüística o comunicación en otros formatos sin costo.
العربية	لنطق للمساعدة اللغوية أو للتواصل مجاناً، يرجى الاتصال بنا على الرقم 855-710-6984.
繁體中文	如欲獲得免費語言或溝通協助，請撥打855-710-6984與我們聯絡。
Français	Pour bénéficier gratuitement d'une assistance linguistique ou d'une aide à la communication, veuillez nous appeler au 855-710-6984.
Deutsch	Um kostenlose Sprach- oder Kommunikationshilfe zu erhalten, rufen Sie uns bitte unter 855-710-6984 an.
ગુજરાતી	ભાષા અથવા સંચાર સહાયતા મફતમાં મેળવવા માટે, કૃપા કરીને અમને 855-710-6984 પર કોલ કરો.
हिंदी	निःशुल्क भाषा या संचार सहायता प्राप्त करने के लिए, कृपया हमें 855-710-6984 पर कॉल करें।
Italiano	Per assistenza gratuita alla lingua o alla comunicazione, chiami il numero 855-710-6984.
한국어	언어 또는 의사소통 지원을 무료로 받으려면 855-710-6984번으로 전화해 주세요.
Navajo	Niná: Doo bilagáana bizaad dinits'á'góó, shá ata' hodooni nínízingo, t'áájíik'eh bee náhaz'á. 1-866-560-4042 jį' hodíilni.
فارسی	برای دریافت کمک زبانی یا ارتباطی رایگان، لطفاً با شماره 855-710-6984 تماس بگیرید.
Polski	Aby uzyskać bezpłatną pomoc językową lub komunikacyjną, prosimy o kontakt pod numerem 855-710-6984.
Русский	Чтобы бесплатно воспользоваться услугами перевода или получить помощь при общении, звоните нам по телефону 855-710-6984.
Tagalog	Para makatanggap ng tulong sa wika o komunikasyon nang walang bayad, pakitawagan kami sa 855-710-6984.
اردو	مفت میں زبان یا مواصلت کی مدد موصول کرنے کے لیے، براہ کرم ہمیں 855-710-6984 پر کال کریں۔
Tiếng Việt	Để được hỗ trợ ngôn ngữ hoặc giao tiếp miễn phí, vui lòng gọi cho chúng tôi theo số 855-710-6984.



BlueCross BlueShield of Illinois

# Regular PPO Plan

Coverage for: Individual + Family | Plan Type: PPO

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company : MIBPP2000 BluePrint PPO 2000



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, visit [www.bcbsil.com/member/policy-forms/2025](http://www.bcbsil.com/member/policy-forms/2025) or by calling 1-800-541-2768. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [www.healthcare.gov/sbc-glossary/](http://www.healthcare.gov/sbc-glossary/) or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0	See the Common Medical Events chart below for your costs for services this <u>plan</u> covers.
Are there services covered before you meet your deductible?	No.	You will have to meet the <u>deductible</u> before the <u>plan</u> pays for any services.
Are there other deductibles for specific services?	Yes. Out-of-Network Inpatient \$300. There are no other specific deductibles.	You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this <u>plan</u> begins to pay for these services.
What is the out-of-pocket limit for this plan?	Individual: Participating \$1,000; Non-Participating \$3,000 Family: Participating \$3,000; Non-Participating \$9,000	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	Premiums, <u>balance billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See <a href="http://www.bcbsil.com">www.bcbsil.com</a> or call 1-800-541-2768 for a list of Participating <u>Providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

 All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	\$20/visit	30% <u>coinsurance</u>	Virtual Visits: No Charge. See your benefit booklet* for more details.
	Specialist visit	\$40/visit	30% <u>coinsurance</u>	None
	<u>Preventive care/screening/immunization</u>	No Charge	30% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your plan will pay for.
<b>If you have a test</b>	<u>Diagnostic test</u> (x-ray, blood work)	Primary Care: \$20/visit Specialist: \$40/visit	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details.
	Imaging (CT/PET scans, MRIs)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	
<b>If you need drugs to treat your illness or condition</b> More information about <b>prescription drug coverage</b> is available at <a href="http://www.bcbsil.com/rx-drugs/drug-lists/drug-lists">www.bcbsil.com/rx-drugs/drug-lists/drug-lists</a>	Generic drugs (Preferred)	Retail: Preferred - No Charge Non-Preferred - \$10/prescription Mail: No Charge	Retail: \$10/prescription Retail: \$10/prescription; <u>deductible</u> does not apply	Limited to a 30-day supply at retail (or a 90-day supply at a <u>network</u> of select retail pharmacies). Up to a 90-day supply at mail order. <u>Specialty drugs</u> are limited to a 30-day supply except for certain FDA-designated dosing regimens. Payment of the difference between the cost of a brand name drug and a generic may also be required if a generic drug is available. All Out-of-Network prescriptions are subject to a 50% additional charge after the applicable <u>copayment/coinsurance</u> . Additional charge will not apply to any <u>deductible</u> or out-of-pocket amounts. You may be eligible to synchronize your prescription refills, please see your benefit booklet* for details. The amount you may pay per 30-day supply of a covered insulin drug, regardless of quantity or type, shall not exceed \$100, when obtained from a Preferred Participating or Participating
	Generic drugs (Non-Preferred)	Retail: \$10/prescription Non-Preferred - \$20/prescription Mail: \$30/prescription	Retail: \$20/prescription	
	Brand drugs (Preferred)	Retail: Preferred - \$50/prescription Non-Preferred - \$70/prescription Mail: \$150/prescription	Retail: \$70/prescription	
	Brand drugs (Non-Preferred)	Retail: Preferred - \$100/prescription Non-Preferred - \$120/prescription Mail: \$300/prescription	Retail: \$120/prescription	
	<u>Specialty drugs</u> (Preferred)	\$150/prescription	\$150/prescription	

Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association (herein called BCBSIL)

SBC IL Non-HMO LG-2025

\*For more information about limitations and exceptions, see the plan or policy document at [www.bcbsil.com/member/policy-forms/2025](http://www.bcbsil.com/member/policy-forms/2025)

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
	<u>Specialty drugs</u> (Non-Preferred)	\$250/prescription	\$250/prescription	Pharmacy.
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required. For Outpatient Infusion Therapy, see your benefit booklet* for details.
	Physician/surgeon fees	10% <u>coinsurance</u>	30% <u>coinsurance</u>	
<b>If you need immediate medical attention</b>	<u>Emergency room care</u>	\$150/visit	\$150/visit	<u>Copayment</u> waived if admitted.
	<u>Emergency medical transportation</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	<u>Preauthorization</u> may be required for non-emergency transportation; see your benefit booklet* for details.
	<u>Urgent care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	10% <u>coinsurance</u>	\$300/visit plus 30% <u>coinsurance</u>	<u>Preauthorization</u> required. <u>Preauthorization</u> penalty: \$1,000 or 50% of the eligible charge. See your benefit booklet* for details.
	Physician/surgeon fees	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> required.
<b>If you need mental health, behavioral health, or substance abuse services</b>	Outpatient services	\$20/office visit; 10% <u>coinsurance</u> for other outpatient services	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details.
	Inpatient services	10% <u>coinsurance</u>	\$300/visit plus 30% <u>coinsurance</u>	<u>Preauthorization</u> required.
<b>If you are pregnant</b>	Office visits	Primary Care: \$20/initial visit Specialist: \$40/initial visit	30% <u>coinsurance</u>	<u>Copayment</u> applies to first prenatal visit (per pregnancy). <u>Cost sharing</u> does not apply for preventive services. Depending on the type of services, a <u>copayment</u> , or <u>coinsurance</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	
	Childbirth/delivery facility services	10% <u>coinsurance</u>	\$300/visit plus 30% <u>coinsurance</u>	
<b>If you need help recovering or have other special health needs</b>	Home health care	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	Rehabilitation services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	Habilitation services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Skilled nursing care</u>	10% <u>coinsurance</u>	\$300/visit plus 30% <u>coinsurance</u>	<u>Preauthorization</u> may be required.

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SBC IL Non-HMO LG-2025

\*For more information about limitations and exceptions, see the plan or policy document at [www.bcbsil.com/member/policy-forms/2025](http://www.bcbsil.com/member/policy-forms/2025)

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
	<u>Durable medical equipment</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
	Hospice services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	Preauthorization may be required.
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	None
	Children's glasses	Not Covered	Not Covered	
	Children's dental check-up	Not Covered	Not Covered	

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SBC IL Non-HMO LG-2025

\*For more information about limitations and exceptions, see the plan or policy document at [www.bcbsil.com/member/policy-forms/2025](http://www.bcbsil.com/member/policy-forms/2025)

## Excluded Services & Other Covered Services:

### Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Dental care (Adult)
- Long-term care
- Routine eye care (Adult)
- Weight loss programs

### Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care (Chiropractic and Osteopathic manipulation limited to 30 visits per calendar year)
- Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases)
- Hearing aids (1 per ear every 24 months)
- Infertility treatment (4 completed oocyte retrieval maximum, with special approval up to 6 per benefit period.)
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine foot care (only in connection with diabetes)

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-541-2768 or [www.bcbsil.com](http://www.bcbsil.com), U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-541-2768 or visit [www.bcbsil.com](http://www.bcbsil.com), or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at 1-877-527-9431 or visit <http://insurance.illinois.gov>.

### Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

### Does this plan meet the Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

**Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-541-2768.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-541-2768.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-541-2768.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-541-2768.

*To see examples of how this plan might cover costs for a sample medical situation, see the next section.*

About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**

(9 months of in-network pre-natal care and a hospital delivery)

- **The plan's overall deductible** \$0
- **Specialist copayment** \$40
- **Hospital (facility) coinsurance** 10%
- **Other coinsurance** 10%

**This EXAMPLE event includes services like:**

- Specialist office visits (prenatal care)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (ultrasounds and blood work)
- Specialist visit (anesthesia)

<b>Total Example Cost</b>	<b>\$12,700</b>
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**In this example, Peg would pay:**

*Cost Sharing*

<u>Deductibles</u>	\$0
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$700

*What isn't covered*

Limits or exclusions	\$60
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<b>The total Peg would pay is</b>	<b>\$1,060</b>
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**Managing Joe's Type 2 Diabetes**

(a year of routine in-network care of a well-controlled condition)

- **The plan's overall deductible** \$0
- **Specialist copayment** \$40
- **Hospital (facility) coinsurance** 10%
- **Other coinsurance** 10%

**This EXAMPLE event includes services like:**

- Primary care physician office visits (including disease education)
- Diagnostic tests (blood work)
- Prescription drugs
- Durable medical equipment (glucose meter)

<b>Total Example Cost</b>	<b>\$5,600</b>
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**In this example, Joe would pay:**

*Cost Sharing*

<u>Deductibles</u>	\$0
<u>Copayments</u>	\$900
<u>Coinsurance</u>	\$70

*What isn't covered*

Limits or exclusions	\$20
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<b>The total Joe would pay is</b>	<b>\$990</b>
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**Mia's Simple Fracture**

(in-network emergency room visit and follow up care)

- **The plan's overall deductible** \$0
- **Specialist copayment** \$40
- **Hospital (facility) coinsurance** 10%
- **Other coinsurance** 10%

**This EXAMPLE event includes services like:**

- Emergency room care (including medical supplies)
- Diagnostic test (x-ray)
- Durable medical equipment (crutches)
- Rehabilitation services (physical therapy)

<b>Total Example Cost</b>	<b>\$2,800</b>
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**In this example, Mia would pay:**

*Cost Sharing*

<u>Deductibles</u>	\$0
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$200

*What isn't covered*

Limits or exclusions	\$0
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<b>The total Mia would pay is</b>	<b>\$500</b>
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The plan would be responsible for the other costs of these EXAMPLE covered services.



**BlueCross BlueShield of Illinois**

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company

**Health care coverage is important for everyone.**

If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984. We provide free communication aids and services for anyone with a disability or who needs language assistance.

We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability. If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator  
300 E. Randolph St., 35<sup>th</sup> Floor  
Chicago, IL 60601

Phone: 855-664-7270 (voicemail)  
TTY/TDD: 855-661-6965  
Fax: 855-661-6960

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at

U.S. Dept. of Health & Human Services  
200 Independence Avenue SW  
Room 509F, HHH Building 1019  
Washington, DC 20201

Phone: 800-368-1019  
TTY/TDD: 800-537-7697  
Complaint Portal: <https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>  
Complaint Forms: <https://www.hhs.gov/civil-rights/filing-a-complaint/complaint-process/index.html>

**To receive language or communication assistance free of charge, please call us at 855-710-6984.**

Español	Llámenos al 855-710-6984 para recibir asistencia lingüística o comunicación en otros formatos sin costo.
العربية	للتلقي المساعدة اللغوية أو للتواصل مجاناً، يرجى الاتصال بنا على الرقم 855-710-6984.
繁體中文	如欲獲得免費語言或溝通協助，請撥打855-710-6984與我們聯絡。
Français	Pour bénéficier gratuitement d'une assistance linguistique ou d'une aide à la communication, veuillez nous appeler au 855-710-6984.
Deutsch	Um kostenlose Sprach- oder Kommunikationshilfe zu erhalten, rufen Sie uns bitte unter 855-710-6984 an.
ગુજરાતી	ભાષા અથવા સંચાર સહાય મફતમાં મેળવવા માટે, કૃપા કરીને અમને 855-710-6984 પર કૉલ કરો.
हिंदी	निःशुल्क भाषा या संचार सहायता प्राप्त करने के लिए, कृपया हमें 855-710-6984 पर कॉल करें।
Italiano	Per assistenza gratuita alla lingua o alla comunicazione, chiami il numero 855-710-6984.
한국어	언어 또는 의사소통 지원을 무료로 받으려면 855-710-6984번으로 전화해 주세요.
Navajo	Niná: Doo bilagáana bizaad dinitsh'á'góó, shá ata' hodooni níńízingo, t'áájíik'eh bee náhaz'á. 1-866-560-4042 jí' hodíilni.
فارسی	برای دریافت کمک زبانی یا ارتباطی رایگان، لطفاً یا شماره 855-710-6984 تماس بگیرید.
Polski	Aby uzyskać bezpłatną pomoc językową lub komunikacyjną, prosimy o kontakt pod numerem 855-710-6984.
Русский	Чтобы бесплатно воспользоваться услугами перевода или получить помощь при общении, звоните нам по телефону 855-710-6984.
Tagalog	Para makatanggap ng tulong sa wika o komunikasyon nang walang bayad, pakitawagan kami sa 855-710-6984.
اردو	مفت میں زبان یا مواصلت کی مدد موصول کرنے کے لیے، براہ کرم ہمیں 855-710-6984 پر کال کریں۔
Tiếng Việt	Để được hỗ trợ ngôn ngữ hoặc giao tiếp miễn phí, vui lòng gọi cho chúng tôi theo số 855-710-6984.



**It's renewal  
time!**

**Guardian is  
here to help.**

**RENEWAL INFORMATION FOR**

**VILLAGE OF MORTON  
GROUP PLAN # 00027955**

**RENEWAL PERIOD  
January 1, 2025 - December 31, 2025**



[guardiananytime.com](http://guardiananytime.com)

The Guardian Life Insurance Company of America, New York, NY.

# What you'll find in this package

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<b>RENEWAL INFORMATION</b>	<b>PAGE</b>
Commission Disclosure	3
Renewal Rates At-a-Glance	4
Dental Details	6
Voluntary Vision Details	8
Basic Life Details	9
Renewal Salary Census	10

Please note:

If your group plan includes multiple lines of coverage, a multi-line discount was used in the pricing. If you do not wish to renew all lines of coverage, please contact us for revised pricing.



[guardiananytime.com](http://guardiananytime.com)

The Guardian Life Insurance Company of America, New York, NY.

# Participating Policy and Producer Compensation Disclosure Statement

## Participating Policy Statement:

Any commercial insurance group policy underwritten and issued by The Guardian Life Insurance Company of America, a New York Domiciled mutual company, is a participating policy. It is not expected, however, that a dividend will be paid on any such group policies. All coverage will be provided as set forth in the policies.

## Producer Compensation Disclosure:

As is common with Group insurance, your coverage(s) might involve one or more licensed producers who will receive compensation from Guardian for soliciting, negotiating, securing and/or administering the insurance coverage(s) you have purchased. Compensation to these producers may be paid in the form of base commissions, administrative service commissions and, in some instances, supplemental compensation (e.g., an annual performance bonus). For more detailed information regarding producer compensation relative to your Guardian coverage(s), please contact your Guardian local sales consultant or account manager.

Compensation is generated based upon premium which has been remitted by the planholder and applied by Guardian. Graded Commission scales, which can vary by product, are calculated based upon decremental scales (i.e. percentage payable decreases as defined premium thresholds are attained). Graded commission scales refresh annually upon each plan's anniversary. For DHMO, Supplemental Health, SMD and/or ASO Vision commission information, or for any other questions, please contact your local Guardian sales consultant or account manager.

If commissions are paid based on a percentage basis, the percentage is calculated monthly on enrolled lives, not eligible lives. Graded commission scales are calculated as a percentage of annual premium and are on a sliding scale.

<b>Product</b>	<b>Commissions</b>
AD&D	15%
Dental PPO	10%
Basic Life	15%
Vision PPO	10%



[guardiananytime.com](http://guardiananytime.com)

The Guardian Life Insurance Company of America, New York, NY.

## Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1 and 2

<b>DENTAL PLAN RATES - NAP PX</b>					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	16	\$41.20	\$7,910	\$47.38	\$9,097
EE/SP	17	\$86.45	\$17,636	\$99.42	\$20,282
EE/CH	2	\$88.22	\$2,117	\$101.45	\$2,435
FAMILY	50	\$142.19	\$85,314	\$163.52	\$98,112
<b>TOTAL</b>	<b>85</b>		<b>\$112,977</b>		<b>\$129,925</b>

If you have determined that your group is subject to ACA regulations which require you to include pediatric dental essential health benefits, Guardian can provide these benefits. Please contact your local Sales Office for options.

This plan is currently offered for Insurance Class 1 and 2

<b>VOLUNTARY VISION PLAN RATES - VSP G76</b>					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	15	\$8.39	\$1,510	\$8.39	\$1,510
EE/SP	22	\$15.88	\$4,192	\$15.88	\$4,192
EE/CH	2	\$16.19	\$389	\$16.19	\$389
FAMILY	25	\$25.63	\$7,689	\$25.63	\$7,689
<b>TOTAL</b>	<b>64</b>		<b>\$13,780</b>		<b>\$13,780</b>

## Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1 and 2

BASIC LIFE PLAN RATES					
Coverage	Volume	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
BASIC LIFE	\$1,247,250	\$0.200/\$1000	\$2,993	\$0.220/\$1000	\$3,293

This plan is currently offered for Insurance Class 1 and 2

AD&D PLAN RATES					
Coverage	Volume	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
AD&D	\$1,247,250	\$0.027/\$1000	\$404	\$0.027/\$1000	\$404

This plan is currently offered for Insurance Class 1 and 2

DEPENDENT LIFE PLAN RATES					
Coverage	Dependents	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
DEPENDENT LIFE	69	\$0.530/Dep	\$439	\$0.530/Dep	\$439

## Current Plan Benefits Summaries

**CONTRACT TYPE: DENTAL GUARD 6**

**This plan is currently offered for Insurance Class 1 and 2**

### PLAN BENEFITS SUMMARY

	<b>Tier1</b>	<b>Tier2</b>
<b>DentalGuard Preferred Network</b>	Gold Silver	Non-Contracted
<b>Coinsurance</b>		
Preventive	100%	100%
Basic	90%	90%
Major	50%	50%
<b>Deductible</b>	N/A	N/A
Waived for preventive?	No	No
<b>Claim Payment Basis</b>	Benefits for tiers above are paid by a fee schedule except those Non Contracted which are paid by a UCR 10%	
<b>Maximum</b>	\$1,000	\$1,000
<b>Orthodontia</b>	Included	
Lifetime Maximum	\$1,000	
Coinsurance	50%	
<b>Maximum Rollover</b>		
Threshold		\$500
Rollover Amount		\$250
Enhanced Coverage Rollover		\$350
Max Rollover Limit		\$1,000
<b>Dependent Age Limit</b>		26/30

Guardian's Preferred Provider Organization consists of Dentists in the DentalGuard Preferred ("DGP") network. These tiers represents specific benefit levels as described in Your Schedule of Benefits. Network Access varies by geographic location and zip code. Please visit [www.GuardianAnytime.com](http://www.GuardianAnytime.com) to confirm your Dentist's tiered participation.

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

# Additional Dental Information

<b>DENTAL MAXIMUM ROLLOVER SUMMARY</b>		
<b>For Benefit Year Ending: 12/31/2024</b>		
<b>ROLLOVER ACCOUNT SIZE</b>	<b>NUMBER OF QUALIFYING EMPLOYEES &amp; DEPENDENTS</b>	<b>TOTAL ACCOUNT VALUE</b>
\$0	123	\$0.00
\$1 - \$250	69	\$16,921.00
\$251 - \$500	78	\$38,153.90
\$501 - \$750	5	\$3,400.00
\$751 - \$1,000	0	\$0.00
Over \$1,000	0	\$0.00
<b>TOTAL</b>	<b>152</b>	<b>\$58,474.90</b>

160 of your Employees and Dependents currently are eligible for additional Maximum Rollover amounts.

"Benefit Year" refers to the 12-month period during which charges are counted toward this plan's annual maximum.

"Number of Qualifying Employees and Dependents" reflects information available at the time this renewal package was issued. Additional claims will affect this count.

"Eligibility for additional rollover amounts reflects information available at the time this renewal package was issued. Additional claims will affect the eligibility for additional rollover amounts"

Rollover amounts earned in the benefit year ending 12/31/2024 are applied to the members Maximum Rollover Account for use starting the next benefit year.

## Current Plan Benefits Summaries

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### VSP

#### VOLUNTARY VISION

This plan is currently offered for Insurance Class 1 and 2

PLAN BENEFITS SUMMARY			
	In-Network	Out-of-Network	Frequency
<b>Exam Copay</b>	\$10	\$10	Once per Calendar Year
<b>Exam Allowance</b>	100%	\$39	Once per Calendar Year
<b>Materials Copay</b>	\$25	\$25	
<b>Base Lenses</b>			
Single Vision Allowance	100%	\$23	Once per Calendar Year
Bifocal Allowance	100%	\$37	Once per Calendar Year
Trifocal Allowance	100%	\$49	Once per Calendar Year
Lenticular Allowance	100%	\$64	Once per Calendar Year
<b>Contact Lenses</b>			
Elective Allowance	\$130	\$100	Once per Calendar Year
Therapeutic Allowance	100%	\$210	Once per Calendar Year
<b>Frame Retail Allowance</b>	\$130	\$46	Every Other Calendar Year
<b>Materials Allowance</b>	N/A	N/A	N/A

Your plan also includes the following benefit option(s): Retail Chain Providers

The following plan features are for illustrative purposes only. Please verify if a specific feature is applicable by consulting your vision policy contract:

## Current Plan Benefits Summaries

### BASIC LIFE

This plan is currently offered for Insurance Class 1 and 2

LIFE BENEFITS SUMMARY	
<b>Benefit Type</b>	Flat
Multiple	N/A
<b>Maximum Benefit</b>	\$15,000
<b>Earnings Definition</b>	N/A
<b>Guarantee Issue</b>	N/A
<b>Waiver of Premium</b>	Waived To Specific Age
Elimination Period	9 month(s)
<b>Age Reduction Formula</b>	
Age 65	35%
Age 70	50%
<b>Accelerated Benefit</b>	
Benefit %	N/A
Benefit Maximum	N/A

This plan is currently offered for Insurance Class 1 and 2

DEPENDENT BENEFITS SUMMARY	
<b>Spouse Benefit</b>	\$2,000
<b>Childrens Benefit</b>	\$1,000

This plan is currently offered for Insurance Class 1 and 2

AD&D BENEFITS SUMMARY	
<b>Benefit Type</b>	Flat
Multiple	N/A
<b>Maximum Benefit</b>	\$15,000
<b>Earnings Definition</b>	N/A

## Action Needed For Your Guardian Coverage

### **Renewal Census Required**

In order to meet our contractual renewal notice deadline, your plan was renewed based upon the most recent census information we had on file. However, it is important that we maintain accurate salary and census information. Please take this crucial step now to ensure employees receive the maximum coverage they are entitled to under any Guardian salary-based programs.

We have an easy and secure way to view and update employees' salaries using our Enrollment Mapping and Management Application (EMMA). Simply follow the steps below.

#### Viewing Salary Census Report:

You can find a report of current employees and their salaries by visiting EMMA.

1. Navigate to <https://signin.guardianlife.com/signin>
2. Go to the Members tab
3. Choose the Update multiple members page
4. Click the Launch EMMA button
5. Click Start the download process
6. Click Salary census and enter the date range that you would like to include and click download.

#### Updating Employees' Salaries:

You can update multiple salaries by simply uploading an updated census back into EMMA. Follow the above steps to Launch EMMA then click Start the upload process, select Salary census and then Continue. EMMA will then walk you through any additional steps needed.

APPENDIX C



**Morton IAFF LOCAL #4952**  
iafflocal4952@gmail.com • 600 W. Jefferson St. P.O. Box 491 • Morton, IL. 61550



Kris Ambrosia	Brian Antolik	Mark Gilles	Josh Doughty
President	Vice President	Sec/Treasurer	Trustee

As a full member of the Morton Fire Department, you are entitled to the rights and privileges afforded through the ongoing negotiations of the collective bargaining agreement known as Morton Fire Department Local #4952, hereby referred to as Local #4952. It is your right to become a member within good standing of the Local #4952, should you choose, by Illinois State law. As a member you can willingly participate in discussions regarding contract negotiations, spending of operating and charity funds, and vote on issues that relate to the union. In order to become a member, you must agree to pay union dues which, have been approved by union members and can be found in the By-Laws of the union. Union dues are used for operation costs of union business and fees associated AFL-CIO, IAFF, and AFFI. It is also your right to forego the payment of union dues, however, you forfeit the right to participate in any union related activities, negotiations, or representation. Should you choose to cancel your union dues in the future a letter shall be written, by the member, to the union executive board as well as the village human resources department.

I \_\_\_\_\_, Employee ID# \_\_\_\_\_ authorize the Village of Morton, payroll  
(Please Print Name)

division, to deduct from my paycheck, each pay period, the amount of 1.25% (dependent on union bylaws agreements). This is to be placed in the Morton Fire Department Local #4952 account for Union Dues.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_