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JUN 6 1990

BEFORE
EDWIN H. BENN
Arbitrator

In the Matter of the Arbitration
between
The Village of Midlothian, Illinois,
and
The Midlothian Professional Fire
Fighters Association, Local No. 3148
of the International Association of
Fire Fighters, AFL-CIO, CLC.

CASE NO.: S-MA-89-16
Interest Arbitration

AWARD

Upon hearings and argument and incorporating those items previously agreed to by the parties and those that were in dispute and so as to avoid any further delay in this matter, the contract attached hereto and made a part hereof shall constitute the award in this matter.



Edwin H. Benn
Arbitrator

Dated: May 30, 1990

LABOR AGREEMENT

BETWEEN

THE VILLAGE OF MIDLOTHIAN, ILLINOIS
A MUNICIPAL CORPORATION

AND

THE MIDLOTHIAN PROFESSIONAL FIRE FIGHTERS
ASSOCIATION, LOCAL NO. 3148
OF THE
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO, CLC.

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AGREEMENT

ARTICLE I

PREAMBLE

This Agreement is entered into by the Village of Midlothian, Illinois (hereinafter referred to as the "Village" or "Employer") and the Midlothian Professional Fire Fighters Association, Local 3148, of the International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "Union") for the basic purpose of promoting harmonious relations between the Union and the Employer; to encourage and improve efficiency and productivity in the work place; to establish a peaceful procedure for the resolution of grievances as provided herein, and to establish an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the terms of this Agreement.

ARTICLE II

RECOGNITION

Section 2.1. Recognition. The Village recognizes the Union as the sole and exclusive collective bargaining representative for all sworn or commissioned full-time paid firefighters below the rank of Deputy Chief excluding the Fire Chief, and three (3) Deputy Chiefs and all supervisors, managerial and confidential employees and all other employees of the Village of Midlothian.

Section 2.2. Duty of Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify, defend and hold harmless the Village and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal cost resulting from any failure on the part of the Union to fulfill its duty of fair representation.

The Village shall not promote or instigate any litigation regarding the issue of fair representation. 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:

- (A) The Employer gives immediate notice of the action in writing to the Union, and permits the Union intervention as a party if it so desires; and
- (B) 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.

ARTICLE III

UNION SECURITY AND RIGHTS

Section 3.1. Union Bulletin Board The Village shall provide space in fire station number one for a bulletin board, which shall be provided by the Union and shall be limited in size to no larger than 24" x 36". The Union shall be allowed to post official Union notices of a non-political, non-inflammatory nature. The Union shall limit all postings to this bulletin board.

Section 3.2. Dues Checkoff. While this Agreement is in effect the Village will deduct from each employee's paycheck once each pay period the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective checkoff authorization form (which shall be provided by the Union). The Village will honor all properly executed checkoff authorization forms received not later than ten (10) working days prior to the next deduction date. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the Village to the Treasurer of the Union together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Union

agrees to refund to the employee any amounts paid to the Union in error. A Union member desiring to revoke the dues checkoff may do so at any time with thirty (30) days' written notice to the Village and the Union. Information concerning dues not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the Village's only responsibility with regard to such cases.

The actual dues amount to be deducted shall be certified to the Village by the Treasurer of the Union, in writing, and shall be uniform in dollar amount for each employee. The Union once each year may change the fixed uniform dollar amount which will be the regular monthly dues, only upon giving the Village sixty (60) days' notice of any such change in the uniform monthly dues to be deducted. It is specifically agreed that any dispute concerning dues checkoff shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 3.3. Union Indemnification. The Union shall indemnify and save harmless the Village and its officers, agents, and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that may arise out of, or by reason of, any action taken by the Village in the course of or for the purpose of complying with the provisions of this Article. If an improper deduction is made resulting in an over payment to an

employee, the Union shall refund any such amount directly to the involved employees, with notification to the Village.

Section 3.4. Union Business Leave. An employee may utilize accumulated vacation leave or shift exchange (per Section 5.8) for legitimate Union business such as Union meetings, locally or outside the Village of Midlothian; such time off shall not be detrimental to the employee.

Section 3.5. Non-Employee Union Representative's Access. One (1) non-employee Union representative shall have access to the Fire Department for the purpose of resolving a grievance which has been appealed to the third step of the grievance procedure, under the following conditions. To receive such access, the representative must provide at least twenty-four (24) hours advance notice to the Chief, limit the time of the visit to one (1) hour, and conduct the visit at a time which will not disturb employees who are working. In the event a resource person or legal counselor is needed to assist the representative, such person shall receive access with the representative under the conditions stated above.

ARTICLE IV

MANAGEMENT RIGHTS

Section 4.1. Management Rights. Except as specifically modified by other Articles of this Agreement, the Union recognizes the exclusive right of the Village to make and implement decisions with respect to the management of its

operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for hiring and to hire employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime, to determine the methods, means and organization by which operations are conducted; to make, alter and enforce rules, regulations, policies and procedures; to evaluate employees; to discipline, suspend and discharge employees for just cause (except probationary employees without cause); to determine whether services are to be provided by employees covered by this Agreement ; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village. It is specifically provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 4.2. Rules and Regulations. Employees shall be required to comply with all rules and regulations, policies and procedures of the Fire Department assuming such are not inconsistent or in conflict with the terms of this Agreement.

New or revised rules, regulations, policies and procedures may be established from time to time. Except in an emergency, the Union will be given notice of proposed changes and a reasonable opportunity to discuss such changes with management before

they are finalized, and absent emergency such changes will be posted for no less than seven (7) days before they become effective and enforceable. Rules, regulations, policies and procedures shall be fairly and equitably administered and enforced.

Section 4.3. Subcontracting. Absent emergency, the Village will grant to the Union at least thirty (30) days' advance notice of any decision to subcontract work of employees covered by this Agreement where such subcontract will result in the layoff of one or more bargaining unit personnel. Within fifteen (15) days of giving such notice, the Village, upon request, will meet with the Union to receive any views and suggestions.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1. Regular Workday, Workweek and Work Cycle.
The regular shift schedule for employees whose principal assignment is fire suppression and/or EMS duty shall be twenty-four (24) consecutive hours on duty, starting at 7:00 a.m. and ending the following 7:00 a.m., subject to release time as agreed in the following paragraph. The on-duty tour of duty shall be followed by forty-eight (48) consecutive hours off duty. The work cycle for such employees shall be seven (7) such twenty-four (24) hour shifts within a twenty-one (21) day period. Daily non-assigned time shall normally commence at 17:00 hours. Non-assigned time on Sundays and holidays shall commence at 13:00 hours. There shall be a one (1) hour lunch period which

shall normally be from 12:00 to 13:00 hours; and two (2) twenty (20) minute breaks, normally from 10:00 to 10:20 hours and from 15:00 to 15:20 hours.

The Village retains the right under the FLSA to either pay employees at one and one-half times their regular straight-time hourly rate of pay for scheduled hours in excess of 159 in the employee's 21-day work cycle or to provide for release time. Employees shall be released no later than 22:00 hours (10:00 p.m.) of the shift in question. The Chief shall establish and post a release time schedule on the 21-day work schedule. Once posted, release time shall be granted according to the schedule unless other employees are unexpectedly absent (such as for sick leave, injury or bereavement leave, etc.) or due to an emergency.

Section 5.2. Changes In Normal Work Cycle, Period Or Workday. The shifts, workdays and hours (established consistent with Sections 5.1 and 5.2) to which employees are assigned shall be posted on the departmental work cycle schedule. Nothing in this Article shall be deemed to interfere with the Village's right to transfer employees for operational or other legitimate reasons, or to establish work schedules different from those set forth in Section 5.1 for employees whose primary assignment is not fire suppression and/or EMS duty. Should it be necessary in the interest of efficient operations to establish temporary or permanent schedules departing from the regular and normal workday, work period or work cycle, the Village shall (1) inform

the Union of any such change before it is implemented; (2) allow the Union an opportunity to comment on same; and (3) absent an emergency give at least seventy-two (72) hours' notice of such change to the individuals affected by such change. Upon request, the Village shall negotiate with the Union over the impact of such change, although the Village may institute the change on a temporary basis pending the outcome of such impact negotiations and/or impasse resolution. The Village may exercise its authority under this Section to reassign individual workdays or work periods due to operating needs, such as training, special duties or assignments related to fire suppression and prevention.

Section 5.3. Overtime Compensation. Employees shall be compensated at time and one-half the employee's regular straight-time hourly rate of pay (determined by dividing the employee's annual base wage by 2756 hours) for all hours worked in excess of 159 hours in the employee's normal 21-day work cycle as provided under the Fair Labor Standards Act (FLSA). Such overtime pay shall be received in fifteen (15) minute segments. For the purpose of this Article, time worked shall not include periods of time which are compensated but not worked under the leave of absence portion of this Agreement, including but not limited to sick, vacation, and bereavement leave provisions.

Section 5.4. Compensatory Time. Where the Fire Chief determines it to be in the best interest of the Village, the

Village may grant compensatory time off in lieu of overtime payment at the rate of time and one-half the employee's regular rate of pay. In all such situations compensatory time off shall be utilized at such times and in such time blocks as may be established by the Fire Chief (or his designee); permission to use compensatory time off shall not be arbitrarily or unreasonably denied by the Fire Chief or his designee.

Section 5.5. Hold-Over and Recall Time. Hold-over and recall time shall be compensated at the employee's regular straight-time rate of pay, and such hours shall also be eligible for overtime payment under Section 5.3 of this Agreement. All such compensation shall be paid in fifteen (15) minute increments.

Section 5.6. Overtime Distribution and Hire Back. The Fire Chief or his designee(s) shall have the right to require unscheduled hold-over or call back work and employees may not refuse overtime assignments. The Fire Chief or his designee retains the right to select employees for such overtime assignments or to seek volunteers as the Chief or his designee deems appropriate. In non-emergency situations where the department needs to hire back, the Chief or his designee will attempt to evenly distribute overtime assignments on an annual basis. Specific employees may be selected for specific assignments based on special skills, ability or experience. If an employee demonstrates that he has not been offered his share of overtime opportunities, he shall be given first preference for overtime in the future until the imbalance is corrected.

Section 5.7. Employee Shift Substitution. Employees shall have the right to voluntarily exchange up to six (6) work shifts per calendar year, plus an additional two (2) work shifts in an emergency in the event the first six (6) have been used, so long as the exchange: (1) is made in writing; (2) is signed both by the employee requesting and the employee agreeing to the exchange; (3) is made at least two (2) duty shifts prior to the exchange date; (4) will not occasion overtime for either employee or interfere with departmental plans or programs; (5) is not used to extend a vacation or used back-to-back with another exchange; and (6) is approved by the Chief or his designee, which approval shall not unreasonably be withheld. Shift exchanges approved pursuant to the Village's tuition reimbursement program, as described in Article XI of this Agreement, shall not count toward the employee's annual number of shift exchanges. Further, the entire bargaining unit may utilize a total of eight (8) additional shift exchanges for purposes of legitimate Union business leave as described in Section 3.4 of this Agreement.

ARTICLE VI

SICK LEAVE

Section 6.1. Sick Leave. Sick leave with pay is provided as a benefit to employees and may not be abused. Sick leave shall be used for personal illness, injury, or doctor appointments, or for serious illness or injury in the employee's

immediate family, subject to confirmation. For the purpose of this Article, "immediate family" shall be defined as an employee's legal spouse, children, parents, parents of the spouse or grandparents.

Section 6.2. Accumulation of Leave. For the purpose of this Agreement, employees hired prior to the effective date of this Agreement shall begin with two (2) sick days to their credit. Such employees, and all new employees, shall thereafter accrue eight (8) hours of sick leave credit for every month in which they receive compensation for more than one hundred sixty-eight (168) hours; provided, however, that probationary employees shall not be eligible for the use of sick leave during the first six (6) months of employment. Sick leave cannot be taken before it is actually earned. To qualify for sick leave pay, an employee shall report any illness or disability to the employee's immediate supervisor not later than sixty (60) minutes prior to the employee's regular starting time.

Section 6.3. Sick Leave Utilization. For the purpose of doctors and dentist appointments, and with the proper notification to and approval of the Fire Chief or his designee, sick leave shall be utilized in no less an increment than four (4) hours. The utilization of sick leave for such appointments shall be limited to appointments involving the employee, his legal spouse, children or step-children. Other than doctors

and dentists appointments, sick leave shall only be used in 24-hour increments. Use of sick leave for the employee's immediate family shall be limited to three (3) sick days per calendar year.

Section 6.4. Physician's Report. The Village may require a physician's report to confirm the employee's absence from work and/or his ability to continue work. A physician's report may also be required to verify any absence of an employee due to an illness or disability of the employee's immediate family. If an employee is required to use sick leave for a period exceeding two (2) consecutive duty days, a statement from a physician shall be required. Such statement shall describe the reason for the absence and, if appropriate, an expected date for the return of the employee to work. The Village shall pay for such examination to the extent not covered by insurance.

Section 6.5. Limit on Accumulated Sick Leave. Employees working under this Agreement shall be allowed to accumulate up to three hundred and twelve (312) hours of sick leave.

Section 6.6. Discretionary Sick Leave. After completion of five (5) years of service, an employee who has exhausted his sick leave account may, at the Village's discretion, be allowed up to one hundred twenty (120) duty days sick leave, due to serious personal illness, in any one year of service. Such additional sick leave shall be entirely at the Village's discretion to grant or deny. The Village also retains discretion

to determine whether all or part of any such discretionary sick leave shall be with or without pay.

Section 6.7. Abuse of Sick Leave. Abuse of sick leave is a very serious matter and may subject an employee to discipline up to and including discharge. The Union shall join with the Village in making every effort to locate and correct any abuse of sick leave.

Section 6.8(a). Light Duty. The Village may, at its discretion, offer light duty assignments based upon a physician's approval to employees who are unable to perform full duty responsibilities because of an on-the-job (work-related) illness, injury or disability, provided such light duty work is available and the employee can be reasonably expected to perform the work.

Section 6.8(b). Workers' Compensation. Employees who sustain an on-the-job (work-related) illness, injury or disability shall be granted, if necessary, up to one (1) year of injury leave at full pay and with full accrual of benefits to the extent required by law. While on injury leave, the employee agrees to take all necessary steps to eliminate temporary total disability payments while on light duty or, if that is not possible, to sign over or otherwise return to the Village all temporary total disability (TTD) payments received from workers' compensation insurance.

Section 6.9. Outside Employment Injury. An employee shall not be eligible to use sick leave for an illness or disability incurred in conjunction with outside employment which is covered by Workers' Compensation.

Section 6.10. No Pyramiding. Compensation shall not be paid nor compensatory time allotted more than once for the same hours under any provision of this Article or Agreement.

ARTICLE VII

ADDITIONAL LEAVES OF ABSENCE

Section 7.1. Discretionary Leaves. The Village may grant a leave of absence without pay to any employee, subject to stipulations which are mutually agreed upon. The Village shall require the employee to make a written request setting forth the reason(s) for the leave.

Section 7.2. Military Leave. Military leave shall be granted in accordance with applicable state and federal law.

Section 7.3. Jury Leave. Employees who are required to serve on a jury shall sign their jury duty checks over to the Village. The Village shall compensate such employees, at their regular rate of pay, for each day actually spent on jury duty provided the employee was scheduled to work that day. Employees shall report to work during any part of their duty shift when they are not required to be in court for jury duty.

Section 7.4. Bereavement Leave.

- (A) In the event of a death in the immediate family of an employee, the employee shall be granted one (1) duty day off with pay. The employee's immediate family is defined as spouse, parents, children (including half or step), brother or sister (including in-law, half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.
- (B) An employee shall be granted one (1) duty day off with pay upon the birth or adoption of a child of the employee.

Section 7.5. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, unless specifically approved in writing in advance by the Village President. Employees who engage in unauthorized employment elsewhere during such leave shall immediately be terminated by the Village.

ARTICLE VIII

VACATIONS

Section 8.1. Eligibility and Allowances. Upon completion of one (1) year of service with the Village in a position covered by this Agreement, an employee shall be eligible for a paid vacation. Employees shall begin to earn vacation allowance as of their date of hire. Vacation allowance shall be

earned annually on an anniversary year basis, and such allowance shall be earned as follows:

Three (3) shift days after one (1) year;
Five (5) shift days after two (2) years;
Seven (7) shift days after ten (10) years; and
Ten (10) shift days after fifteen (15) years.

Employees assigned to 24 hour shifts shall earn vacation allowances for any month in which they receive compensation for more than one hundred sixty-eight (168) hours.

Section 8.2. Vacation Scheduling. Employees shall be awarded vacation time in accordance with the service needs of the Village and, if possible, the employee's desires. The vacation schedule shall be posted on the first day of January and all employees shall schedule their vacation days before their last shift day in February. The Village shall determine how many employees shall be allowed off-duty at any given time. Employees shall select their vacation preferences in the order of their full-time seniority, with the most senior employee having first choice, the next most senior having second choice and so on. At the option of the Union, vacation preference can be picked based on full-time seniority within the three-independent shifts. Regardless of whether vacations are picked on a department-wide or independent shift basis, only two (2) members of the bargaining unit may take vacation in any one time frame. If there are fewer than eleven (11) bargaining unit members available for active full-time duty, there shall be a minimum of one (1) shift day between all vacation picks.

Employees with three (3) days vacation or less shall take their vacations in one (1) time block. Any employee who has more than three (3) vacation shift days in one year may take his vacation in no more than two (2) time blocks. Employees picking in two time blocks shall make their second pick after the last man on the schedule has made his first pick. Employees will be permitted to add two comp days to their vacation but no more than two.

All vacation days shall be taken within one (1) year from the date they are accrued or they will be lost, except that if an employee is unable to take his vacation due to circumstances totally beyond his control, then the Village may authorize such days to be carried over to the following year.

ARTICLE IX

WAGES

Section 9.1. Base Wages. Base annual wages and longevity through April 30, 1990 shall not be affected by this Agreement. Base wages to be effective May 1, 1990, November 1, 1990 and November 1, 1991 are set forth on the Wage Schedule attached hereto and made a part hereof as Appendix A.

Section 9.2. Wage Schedule Administration. Step increases on the Wage Schedule (Appendix A) shall be granted only on May 1, 1990, November 1, 1990 and November 1, 1991. An employee must have completed the requisite years of service by a given step

increase date to receive a step increase on that date. For example, an employee must have completed four (4) years of continuous service as a full-time employee by November 1, 1990 to be eligible to receive a step increase from Step 4 to Step 5 on November 1, 1990. Thus, if the employee completes four (4) years of continuous service on August 11, 1990, he is eligible to advance from Step 4 to Step 5 on November 1, 1990. The only exception to this rule as set forth in this Section 9.2 shall be progression from Step 1 to Step 2, which shall be effective on the first of the month following successful completion of the employee's probationary period.

Section 9.3. Longevity Pay. Effective May 1, 1990, an employee's base annual salary as set forth in Appendix A shall be increased by five hundred dollars (\$500.00) after completion of ten (10) years of continuous service as a full-time employee, and by an additional five hundred dollars (\$500.00) after completion of fifteen (15) years of continuous service as a full-time employee.

ARTICLE X

HOLIDAYS

Employees who have completed their probationary period and who actually work their full shift on a holiday designated below (the shift starting in the morning of the holiday) shall receive an additional eight (8) hours of pay.

Upon the effective date of this Agreement, the following shall be counted as holidays:

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Effective May 1, 1991, President's Day and Good Friday shall be added as two additional holidays. Effective May 1, 1992, Columbus Day and Veterans Day shall be added as two additional holidays.

ARTICLE XI

TUITION REIMBURSEMENT PROGRAM

Upon the completion of three (3) years' service with the Village an employee enrolled in an accredited university or college taking a course or courses which will produce a degree or certificate in Fire Science or which are directly related to his duties for the Village may receive reimbursement for such courses provided as follows: (1) such courses do not affect or interfere with his availability for duty, although an employee may request shift substitution as per Article 5.7; (2) such courses do not require or trigger overtime payments under the FLSA; and (3) said employee has prior written approval from the Fire Chief, which approval may not unreasonably be withheld. Once approval has been granted, the Village upon receipt of a

paid tuition receipt shall reimburse the employee at the rate of one hundred percent (100%) with a grade of "A" or "B" and fifty percent (50%) for a grade of "C"; there shall be no reimbursement for any grade below "C." Books, fees, mileage, lodging and other incidental expenses will not be reimbursed; only tuition is subject to reimbursement. An employee who receives tuition reimbursement from the Village must remain employed by the Village for a period of three (3) years after the date of reimbursement, or he shall be required to repay the Village the full amounts of all such tuition reimbursements; such payments may be deducted from any final paycheck or other monies owed to the employee by the Village.

ARTICLE XII

UNIFORM AND EQUIPMENT

The Employer agrees to replace clothing and equipment which it customarily issues to its employees when:

1. The clothing or equipment is damaged beyond repair through causes other than the negligence of the employee; or
2. The clothing or equipment is worn because of reasonable wear and tear.

ARTICLE XIII

SENIORITY, LAYOFF AND RECALL

Section 13.1. Definition of Seniority. Seniority shall be based on the employee's length of service from the last date of continuous full-time employment as a sworn or commissioned firefighter in the Fire Department of the Village. Seniority shall accumulate during authorized leaves of absence, unless the Chief and the employee agree otherwise. Conflicts in seniority between two or more employees otherwise having the same seniority shall be determined on the basis of the order of the employees on the Board of Fire and Police Commissioners hiring list, with the employee higher on the list being the more senior.

Section 13.2. Probationary Period.

- (A) All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed their probationary period. In order to complete the probationary period, an employee must obtain and maintain a certificate as an Emergency Medical Technician and pass the State of Illinois Certified Firefighter I examination. Thereafter, the employee must work continuously as a sworn or commissioned firefighter for the Village Fire Department for a period of nine (9) months.

Time absent from duty in excess of five (5) duty shifts shall not apply toward satisfaction of the probationary period. During the probationary period, an employee shall be afforded all rights and privileges under the contract; except the Village may reprimand, suspend or discharge a probationary firefighter without cause and such firefighter shall have no recourse to the grievance procedure or the Board of Fire and Police Commissioners to contest such a reprimand, suspension or discharge.

- (B) There shall be no seniority among probationary employees, except for layoffs and vacation bidding. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

Section 13.3. Seniority List. On or about January 1 of each year, the Village will post and provide the Union President with a list of all employees' seniority dates. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) days after the posting of the list.

Section 13.4. Layoff. The Village may lay off employees due to lack of work and/or lack of funds, change in organizational structure or abolishment of positions. Before a layoff

occurs, the Village will meet and discuss the matter with the Union. If it is determined by the Village that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statutes (Chapter 24, Section 10-2.1-18, as it existed on 1/1/89).

Section 13.5. Recall.

- (A) Employees who are laid off shall be placed on a recall list for a period of thirty (30) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their lay-off, provided they are fully qualified to perform the work to which they are recalled without further training.

- (B) E.M.T. firefighters shall maintain their E.M.T. certification during their layoff in order to qualify for recall. The Village will allow such laid-off employees to attend certification training sessions (without pay or other compensation) to the extent necessary to obtain the requisite number of field hours and classroom instruction to maintain their state certification. Such training sessions shall be scheduled in advance by the Fire Chief or his designee.

(C) Employees who are eligible for recall shall be given fourteen (14) calendar days of notice of recall and notice of recall shall be sent to the employee and the Union by certified or registered mail, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within five (5) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If the employee is away from home and does not receive actual notice, receipt shall be assumed eleven (11) days after mailing. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 13.6. Termination of Seniority. Seniority for all purposes and the employee relationship shall be terminated if the employee:

- (A) quits;
- (B) is discharged for just cause;
- (C) retires or is retired;

- (D) fails to return to work at the end of an approved leave of absence except for good cause shown;
- (E) fails to return from layoff within fourteen (14) calendar days from the date of recall; or
- (F) is laid off or otherwise does not perform work as a firefighter for the Village (except for absences due to on-the-job injuries compensated under Workers' Compensation or military service) for a period in excess of thirty (30) months.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1. Definition. A "grievance" is defined as a complaint arising under this Agreement raised by an employee and/or the Union against the Village alleging that there has been as to the grievant or a group of employees a violation, misinterpretation or misapplication of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Village of Midlothian Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.

Section 14.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal

communications. If, however, the informal process does not resolve the matter, a grievance will be processed in the following manner:

Step 1: Any employee, or the Union if a Union grievance, who has a grievance shall submit the grievance in writing to the Deputy Chief on a form mutually agreed to by the parties. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented in writing no later than seven (7) calendar days from the date of this occurrence or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. The Deputy Chief (or other applicable immediate supervisor) shall render the Employer's written response to the grievant within seven (7) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee, or the Union if a Union grievance, in writing to the Fire Chief within seven (7) calendar

days after receipt of the Village's answer to Step 1. The Fire Chief or his designee shall investigate the grievance and in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and a representative of the Union, if requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Fire Chief or his designee shall provide the Employer's written answer to the grievant, within seven (7) calendar days following the meeting.

Step 3: If the grievance is not settled at Step 2 and the employee, or the Union if an Union grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the employee in writing to the Village President within seven (7) calendar days after receipt of the Village's answer to Step 2. The Village President or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and a representative of the Union, if requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the President or his designee shall provide a written answer to the grievant within seven (7) calendar days following the meeting.

Section 14.3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within seven (7) calendar days of receipt of the Village's written answer as provided to the employee at Step 3.

- (A) The parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Either party may request that the panel be composed entirely of members of the National Academy of Arbitrators and/or that the panel be composed entirely of arbitrators who reside in Illinois. The party requesting arbitration shall strike two (2) names, then the responding party shall strike two (2) names. The person remaining shall be the arbitrator.

- (B) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village witnesses and representatives. The parties may, by mutual agreement, provide for expedited arbitration.

- (C) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (D) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (E) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (F) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 14.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1 and shall have no authority to make a decision on any issue not so submitted or

raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the prescribed limitations of this Agreement shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 14.5. Employee Right to Self-Representation.

Nothing in this Agreement prevents an employee from presenting a grievance to the Village and having the grievance heard and settled without the intervention of the Union, provided that a Union officer is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with terms of this Agreement.

Section 14.6. Scheduling Grievance Meetings. The Village will attempt to schedule grievance meetings at times which do not interfere with the work of bargaining unit members whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled at the request of the Village during the work hours of the grievant or the designated Union Officer whose presence is requested by the grievant, the grievant and Union Officer shall be released from duty to attend the meeting without any loss of pay. No release time shall otherwise be granted to employees under this Article.

Section 14.7. Time Limit For Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the occurrence of the event first giving rise to the grievance or within seven (7) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 14.8. Miscellaneous. No member of the bargaining unit who is serving in an acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement or representation made by any member of the bargaining unit shall

impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing. No member of the bargaining unit who is serving in an acting capacity shall have authority to discipline employees without review by higher command, except for oral reprimands.

ARTICLE XV

NO STRIKE - NO LOCKOUT

Section 15.1. No Strike. Neither the Union nor any of its officers, or agents or any employee of the Village will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, picketing, slowdown, speed-up, sitdown, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption or disruption of the operation of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 15.2. No Lockouts. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE XVI

FIRE AND POLICE COMMISSION

All parties recognize that the Board of Fire and Police Commissioners of the Village of Midlothian have certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations and to hire, promote and discipline employees. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners.

ARTICLE XVII

OUTSIDE EMPLOYMENT

Employees shall not be employed by employers other than the Village, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Fire Chief, approval which shall not be withheld unless such job will: (1) result in a conflict of interest or bring the department into disrepute; (2) result in outside work during an employee's workshift; (3) involve the use of Village equipment or supplies; (4) result in annual pay greater than that received

from the Village; or (5) infringe on their ability to do their job for the Village. Employees seeking permission to (1) perform outside employment; or (2) change that employment shall apply in writing to the Fire Chief for approval on a form provided by the Village. Such application shall be approved or denied within a reasonable time. If outside employment, including self-employment, has been approved or permitted by the Village prior to the execution of this Agreement, and if it later appears that such outside employment, including self-employment, is resulting in activity which would not be approved if initially requested under this Agreement, prior approval for such outside employment may be revoked, provided that the employee involved shall receive at least fourteen (14) calendar days' advance notice of such revocation.

ARTICLE XVIII

MAINTENANCE OF CONDITIONS

The following existing conditions shall be maintained during the term of this Agreement:

- (A) When meal periods or breaks are interrupted by emergency calls, they shall be extended to accommodate the interruption.
- (B) Each day at least one person on the shift shall be allowed a maximum of thirty (30) minutes to pick up food, no further than two (2) blocks from the

station, for the daily meals for members of the shift. If the employee uses a vehicle it must be his own and at his expense. The employee shall remain in service and be subject to calls during all such times. Abuse of the privilege to shop shall be lost to all members of the shift involved in the abuse.

- (C) The Employer agrees to supply and make available materials reasonably required in the day-to-day maintenance and upkeep of all stations. The Employer furthermore agrees to supply items reasonably necessary to maintain sanitary conditions of all quarters within all fire stations.

ARTICLE XIX

EMPLOYEE ALCOHOL AND DRUG TESTING

Section 19.1. Statement of Policy. It is the policy of the Village of Midlothian that the public has the absolute right to expect persons employed by the Village in its Fire Department will be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Fire Department.

Section 19.2. Prohibitions. Employees shall be prohibited from:

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

Section 19.3. Drug And Alcohol Testing Permitted. Where the Village has reasonable suspicion to believe that: (a) an employee is being affected by the use of alcohol; or (b) has abused prescription drugs; or (c) has used illegal drugs, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The foregoing shall not limit the right of the Village to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire.

Section 19.4. Order To Submit To Testing. Within forty-eight (48) hours of the time the employee is ordered to testing authorized by this Agreement, the Village shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Section 19.5. Test To Be Conducted. In conducting the testing authorized by this Agreement, the Village shall:

- (a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois or is capable of being accredited by the National Institute on Drug Abuse (NIDA) to perform drug and/or alcohol testing.
- (b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- (c) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.

- (d) Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
- (e) Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense; provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the test and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Agreement.

- (g) Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. For purposes of this Article, a positive drug test result means the presence of an amount of proscribed or prescribed drugs and/or their metabolites in an employee that equals or exceeds the leaves set forth in Section 19.6, below. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or form adverse to the employee's interests.
- (h) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .050 percent or more based upon the grams of alcohol per 100 millimeters of blood shall be considered positive. (Note: the foregoing standard shall not preclude the Village from attempting to show that test results between .01 and .05 demonstrate that the employee was or would be

unable to properly perform his or her job duties, but the Village shall bear the burden of proof in such cases.)

- (i) Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- (j) Insure that no employee is the subject of any adverse employment action because of the test except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 19.6. Drug Testing Standards.

A. Screening Test Standards. The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	<u>Initial Test Level</u>
Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

B. Confirmatory Test Standards. All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis. Concentrations

which exceed the linear region of the standard curve shall be documented.

	<u>Confirmatory Test Level</u>
Marijuana metabolites*.....	15 ng/ml
Cocaine metabolites**.....	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Benzoylecgonine

C. Changes In Cut-Off Levels. The cut-off levels for the five classes of drugs set forth in Section 19.6(A) and (B) above shall be modified to conform with any changes made by the U.S. Department of Health and Human Services.

D. Testing For Other Prescription Or Illegal Drugs. Any tests for other prescription or illegal drugs shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the Village in accordance with the standards established by this Agreement, or NIDA standards, if any.

Section 19.7. Disciplinary Action. Except in more serious or extreme cases, the Village will not discharge an employee who tests positive a first time, but may suspend such employee up to

thirty (30) days or impose a lesser discipline as reasonably determined to be appropriate by the Village or the Village Fire and Police Commission, so long as the employee complies with the following requirements. In order to avoid the penalty of termination, the employee must:

- (a) agree to appropriate treatment as determined by the physician(s) involved;
- (b) discontinue use of illegal drugs or abuse of alcohol;
- (c) agree to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the Village personnel as specified in Section 19.10 the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;
- (d) complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (e) agree to submit to random testing during hours of work during the period of "after-care," and for a period of thirty-six (36) months following the period of "after-care"; and

- (f) agree that during this last chance period in (e) above, if the employee tests positive again the employee may be terminated.

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Section 19.8. Right To Contest. If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Union and/or the employee, with or without the Union,

shall have the right to file a grievance concerning any portion of the test if the discipline is not so extreme as to invoke the jurisdiction of the Village Fire and Police Commission. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

Section 19.9. Voluntary Request For Assistance. The Village shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the employee discontinues use of illegal drugs or abuse of alcohol;
- (c) the employee agreeing to authorize persons involved in counseling, diagnosing and treatment the employee to disclose to the Village personnel as specified in Section 19.10 the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;

- (d) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and
- (e) the employee agrees to submit to random testing during hours of work during the period of "after-care."

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Section 19.10. Employee Assistance Program. The Village shall provide the Employee Assistance Program sponsored by the South Suburban Mayors and Managers Association. Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential by the employee assistance program(s), and the Fire Chief, the Chairman of Public Safety, the Mayor and the EAP Administrator shall be the only ones informed of any such request or any treatment that may be given and they shall hold such information strictly confidential. An employee voluntarily

seeking assistance shall not be disciplined (except for failure to fulfill obligations under the employee assistance program) but may be subject to random testing during and for one year following successful completion of the employee assistance program.

The Village's obligation to provide treatment under this Agreement for alcohol and substance abuse shall be limited to services provided and paid for by the Village's insurance plan in which the employee is enrolled and by the South Suburban Mayors and Managers Association Employee Assistance Program.

ARTICLE XX

INSURANCE

Section 20.1. Hospitalization and Medical Insurance. The Village agrees to maintain the current Hospitalization and Medical insurance coverages and benefit in substantially the same manner and level during the term of this Agreement. The Employer shall pay sixty-five percent (65%) of the premium costs for the employee and dependents. The Village retains the right to elect a different insurance carrier, to provide coverage through an HMO system(s) or to self-insure.

Section 20.2. Cost Containment. The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such measures may include, but are not limited to, mandatory second opinions for elective

surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 20.3. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO and self-insurance plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee, and nothing in this Section shall relieve the Village of its obligation to provide coverages as specified in this Article.

Section 20.4. Life Insurance. The Village shall continue the present life insurance policy with the Fort Dearborn Life Insurance Company at \$10,000.00 per employee.

ARTICLE XXI

LABOR MANAGEMENT AND SAFETY COMMITTEE

At the request of the Union (by its President or designee) or of the Village (by the Fire Chief or designee), the parties shall meet at least semi-annually, or more frequently if mutually agreed, to discuss matters of mutual concern including safety matters that do not involve negotiations or the grievance procedures. Each party may have up to two additional persons attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three (3) calendar days prior to the date of the meeting; the respondent may add to the agenda up to 24 hours prior to the meeting. Such meetings may be held during working hours, provided they do not interfere with the operations of the Fire Department, as determined by the Fire Chief.

ARTICLE XXII

GENERAL PROVISIONS

Section 22.1. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

Section 22.2. Ratification and Amendment. This Agreement shall become effective when ratified by the President and the Village Board of Trustees and the Union and signed by authorized representatives thereof and may be amended or modified

during its term only with mutual written consent of both parties.

Section 22.3. Precedence of Agreement. The terms of this Agreement shall take precedence over any conflicting Village ordinances.

Section 22.4. Fitness Examination. If there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee undergo an examination by a qualified physician or other appropriate medical professional selected by the Village. If the employee is not found fit for duty by the physician selected by the Village, the employee, at his expense, may be examined by a reputable physician selected by him. If found fit by this physician, then a third physician will be selected by the other two physicians to determine whether the employee is fit for duty. The cost of this third physician will be equally divided by the Village and the employee. An employee not found fit for duty may apply for sick leave or other leave of absence as provided in this Agreement and/or for a disability pension to the extent provided for by state statutes.

Section 22.5. Physical Fitness Requirements. The Village may institute any physical fitness standards, requirements or programs which may be reasonably necessary to comply with federal or state laws or administrative regulations.

ARTICLE XXIII

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by state or federal law, or be held invalid and unenforceable by operation of law or by any state or federal board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted or authorized by state or federal law; provided that in such event all other provisions of this Agreement shall continue in effect. The Village and the Union agree to immediately begin negotiations on a substitute for a provision found invalid or unenforceable; any impasse in such negotiations shall be resolved according to the impasse resolution procedures contained in the Illinois Public Labor Relations Act.

If there is any conflict between the provisions of this Agreement and any affirmative action requirements imposed on the Village by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE XXIV

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining

between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement except that the Union or the Village shall have the right to impact or effects bargaining as provided in the Illinois Public Labor Relations Act and the Village shall have the right to temporarily implement management decisions pending final resolution of any impact or effects bargaining as timely requested by the Union, unless specifically provided otherwise in this Agreement.

ARTICLE XXV

DURATION

This Agreement shall be effective as of _____, 1990, and shall remain in full force and effect until 23:59

hours on the 31st day of October, 1992. Thereafter, this Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no more than one hundred twenty (120) days nor less than ninety (90) days prior to the October 31st anniversary date that they desire to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days after notification is received by the other party. Said notice shall contain the title and number of the Article and/or Sections which the party giving notice wished to add, alter or amend, and all other Articles shall be deemed to be agreeable to the party giving notice.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than fifteen (15) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this _____ day of _____, 1990.

VILLAGE OF MIDLOTHIAN

FIREFIGHTERS LOCAL 3148
OF THE IAFF

APPENDIX A

WAGE SCHEDULE

VILLAGE OF MIDLOTHIAN FIREFIGHTERS

<u>Step</u>	<u>Description*</u>	<u>Effective 5/1/90</u>	<u>Effective 11/1/90</u>	<u>Effective 11/1/91</u>
1	Probationary Period	\$23,000	\$24,000	\$25,000
2	Upon completion of probationary period	24,345	25,361	26,375
3	After completion of two (2) years	25,117	26,121	27,166
4	After completion of three (3) years	25,870	26,905	27,981
5	After completion of four (4) years	26,646	27,712	28,821
6	After completion of five (5) years	27,446	28,544	29,685
7	After completion of six (6) years	28,269	29,400	30,576
8	After completion of seven (7) years	29,117	30,282	31,493
9	After completion of eight (8) years	29,990	31,190	32,437

* Years of service as referred to in this description column refer to length of service as a full-time firefighter which is credited for seniority purposes as defined in Sections 13.1 and 13.2 of this Agreement. The effective date of step increases shall be as stated in Section 9.2 of this Agreement.

SIDE LETTER OF AGREEMENT

The parties agree that by entering into this contract the Village in the future will not assert in any legal, arbitration or administrative proceedings that the Union ever voluntarily agreed to maintain the Village's historic pattern of granting wage increases on November 1. The Village may continue to assert that historically it has granted wage increases on November 1 and desires to do so in the future. The parties' agreement to this contract will not serve as a negotiated precedent nor will it serve to prejudice the Union's right to assert its position and desire to change the pre-collective bargaining practice of granting wage increases on November 1, and to seek to negotiate the granting of future wage increases coinciding with the Village's fiscal year (May 1).

AGREED this 22nd day of February, 1990.

FOR THE UNION:

FOR THE VILLAGE:
