



**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
NOVEMBER 12, 2024, 7:00PM**

**RICHARD T. FLICKINGER MUNICIPAL CENTER, COUNCIL CHAMBERS
6101 CAPULINA AVENUE, MORTON GROVE, IL 60053**

In accordance with the Illinois Open Meetings Act, all Village Board and Commission meetings are open to the public. This meeting can be viewed remotely via the live stream link found at: www.mortongroveil.org/stream. (If an Executive Session is placed on the agenda, the meeting shall commence at 6:00 pm and the time between 6:00 pm and 7:00 pm shall be used for the Executive Session per 1-5-7:A of the Village of Morton Grove Municipal Code. If the Agenda does not include an Executive Session, the meeting will begin at 7:00 pm.)

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Minutes** – Regular Meeting – October 22, 2024
- 4. Special Reports** – None
- 5. Public Hearings** – None
- 6. Plan Commission Reports** - None
- 7. Residents’ Comments (agenda items only)**
- 8. President’s Report** – *Administration, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee*
 - a. Recognition of Good Samaritan
- 9. Clerk’s Report** – *Family and Senior Services, Advisory Commission on Aging, Chamber of Commerce, Condominium Association*
- 10. Staff Report**
 - a. Village Administrator
 - b. Corporation Counsel

11. Reports by Trustees

- a. **Trustee Khan** – *Finance Department, Appearance Commission, Lehigh/Ferris TIF (Trustee Travis)*
 - 1) **Ordinance 24-21** (*Introduced November 12, 2024 (First Reading)*): An Ordinance Adopting the Budgets for All Corporate Purposes of the Village of Morton Grove and the Morton Grove Library, Cook County, Illinois for the Calendar Year Effective January 1, 2025, and Ending December 31, 2025
 - 2) **Ordinance 24-22** (*Introduced November 12, 2024 (First Reading)*): An Ordinance Levying and Assessing Taxes for the Village of Morton Grove, Cook County, Illinois for 2024 to be Collected in the Fiscal Year Beginning January 1, 2025, and Ending December 31, 2025.
- b. **Trustee Minx** – *Fire Department, Fire Pension Board, Fire and Police Commission, Special Events Commission, RED Center, NIPSTA (Trustee Thill)*
 - 1) **Resolution 24-64:** Authorizing a Collective Bargaining Agreement Between the Village of Morton Grove and the International Association of Fire Fighters, Local 2178, for January 1, 2024, through December 31, 2026
 - 2) **Resolution 24-65:** Authorizing the Purchase of a New Stryker Power-Load Powered Cot Fastener
- c. **Trustee Shiba** – *Building Department, Environment & Natural Resources Commission, Legal Department, IT Department Sawmill Station TIF (Trustee Witko)*
- d. **Trustee Thill** – *Public Works Department, SWANCC (Solid Waste Agency of Northern Cook County), MG-Niles Water Commission, Traffic Safety Commission (Trustee Minx)*
- e. **Trustee Travis** – *Police Department, Police Pension Board, Fire & Police Commission, Community Relations Commission, (Trustee Khan)*
- f. **Trustee Witko** – *Community & Economic Development Department, Economic Development Commission, Plan Commission/ Zoning Board Lincoln/Lehigh TIF (Trustee Shiba)*

12. Other Business

13. Presentation of Warrants: \$401,795.71

14. Residents' Comments

15. Adjournment

**MINUTES OF A REGULAR MEETING OF THE PRESIDENT
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE
RICHARD T. FLICKINGER MUNICIPAL CENTER COUNCIL CHAMBERS
OCTOBER 22, 2024**

CALL TO ORDER

- I. Village President Dan DiMaria called to order the Regular Meeting of the Village Board at 7:00 p.m. in the Council Chambers of Village Hall and led the assemblage in the Pledge of Allegiance.

- II. Clerk Harford called the roll. Present were: Trustees Saba Khan, Rita Minx, Ashur Shiba, John Thill, Connie Travis, and Janine Witko.

APPROVAL OF MINUTES

- III.
 - a. Mayor DiMaria asked for a motion to approve the Minutes of the Regular Meeting of October 8, 2024 as presented. Trustee Minx so moved, seconded by Trustee Witko. **Motion passed unanimously via voice vote.**

 - b. Mayor DiMaria then asked for a motion to approve the Minutes of the Special Meeting (Budget workshop) of October 15, 2024. Trustee Minx made the motion, which was seconded by Trustee Khan. **Motion passed unanimously via voice vote.**

SPECIAL REPORTS

NONE

PUBLIC HEARINGS

NONE

PLAN COMMISSION REPORTS

NONE

VII. RESIDENTS' COMMENTS (AGENDA ITEMS ONLY)

NONE

VIII. PRESIDENT'S REPORT

Mayor DiMaria asked for a motion to approve two appointments to the Traffic Safety Commission: Bradley Alper and Robert Campanella. Trustee Thill so moved, seconded by Trustee Minx. **Motion passed unanimously via voice vote.** The mayor welcomed the two gentlemen and thanked them for stepping up, saying he knew they'd do a good job, and adding that it was nice to see new faces on the Commission.

IX. CLERK'S REPORT

Clerk Harford reminded the assemblage that early voting continues at the American Legion Memorial Civic Center. It runs through November 4. Hours are 9am to 5pm Monday through Saturday, and 10am to 4pm on Sundays. You can register and vote at the same time. She also reminded everyone that Election Day is Tuesday, November 5.

X. STAFF REPORTSA. Village Administrator:

1. Mr. Meyer noted that, this coming Saturday, October 26, the Morton Grove Chamber of Commerce will be hosting their annual Autumn Faire, featuring 70 vendor tables. Entry is free and there will be plenty to do for the whole family. The event runs from 9am to 2pm in the Prairie View Community Center at 6834 Dempster Street.

B. Corporation Counsel:

Corporation Counsel Liston had no report.

XI. TRUSTEES' REPORTSA. Trustee Khan:

Trustee Khan had no formal report this evening.

XI. **TRUSTEES' REPORTS** (continued)

B. Trustee Minx:

Trustee Minx had no formal report this evening.

C. Trustee Shiba:

Trustee Shiba, on behalf of the Environment & Natural Resources Commission, announced the third annual "Pumpkin Smash" would take place on Saturday, November 2, at the north end of Harrer Park from 9am to 12 noon. Everyone is encouraged to bring their Halloween pumpkins and jack-o-lanterns to help the Village turn the pumpkins into compost.

D. Trustee Thill:

1. Trustee Thill presented **Resolution 24-62, Authorizing an Emergency Water System Interconnection and Water Supply Supplemental Agreement with the Village of Golf.**

- a. This Resolution will authorize the Village President and Village Clerk to execute an Emergency Water System Interconnection and Water Supply Supplemental Agreement with the Village of Golf.
- b. The Village desires to enter into an intergovernmental agreement with the Village of Golf to provide emergency water services to the Village of Morton Grove. Morton Grove is supplied by the Morton Grove-Niles Water Commission ("MGNWC") for potable water, The MGNWC is currently engaging in a water main lining project for the primary 20-inch water line that supplies the Village. During this time, the Village is dependent on an existing 12-inch water line. To provide additional redundancy, the Village has negotiated an agreement with the Village of Golf to provide emergency potable water to the Village in emergency situations. Once the construction project concludes later this year, the emergency agreement with Golf to supply water to Morton Grove will no longer be needed. The fiscal impact of this Resolution will be determined based on usage.

Trustee Thill moved, seconded by Trustee Witko, to approve Resolution 24-62.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

2. Next, Trustee Thill presented **Resolution 24-63, Authorizing an Intergovernmental Agreement (IGA) Between the Village of Morton Grove and the Village of Golf for the Emergency Water System Connection and Emergency Water Supply from the Village of Morton Grove to the Village of Golf.**

XI. TRUSTEES' REPORTS (continued)

D. Trustee Thill: (continued)

- a. This Resolution will authorize an Intergovernmental Agreement (IGA) between the Village of Morton Grove and the Village of Golf for the Emergency Water System Connection and Emergency Water Supply From the Village of Morton Grove to the Village of Golf.
- b. The Village of Golf has requested the Village of Morton Grove provide an emergency water supply to the Village of Golf, and desires to enter into an intergovernmental agreement (IGA) with the Village of Morton Grove to secure the emergency water supply. The Village of Morton Grove owns and operates a water supply distribution system that provides Lake Michigan water to its residents, businesses, and other customers, obtained from the Morton Grove-Niles Water Commission (MGNWC), with the original source being the City of Evanston. The Village of Golf owns and operates a water supply distribution system that provides Lake Michigan water to its residents, businesses, and other customers. The Village of Golf currently purchases its water supply from the Village of Glenview. The Village of Morton Grove agrees to sell such water, and the Village of Golf agrees to purchase and accept water from Morton Grove for emergency purposes in accordance with the terms of the IGA.
- c. The fiscal impact of this Resolution will be determined based on water usage based on the current Morton Grove retail rate for water or the then-current Morton Grove outside village rate, whichever is higher. Golf shall pay Morton Grove the rate for the water provided by Morton Grove to Golf or the rate for 10,000 gallons per month, whichever is higher.

Trustee Thill moved to approve Resolution 24-63, seconded by Trustee Travis.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

- 3. Trustee Thill noted that the Morton Grove newsletter, *The Village Exchange*, comes out quarterly, but he doesn't think people actually read it, which then makes it a waste of money. He said people should be aware that the Fall Leaf Pick-up season will begin on October 28 and end on December 6. **Only leaves** should be pushed to the curb. People have put other things out on the street and some items can potentially damage the machinery being used to gather up the leaves. Additionally, if you have landscapers, they should take any leaf or other debris with them for disposal, including grass clippings, bushes, branches, flowers landscaping and construction materials. Do not leave these items for the Village to pick up.
- 4. Trustee Thill also called attention to an article in the newsletter regarding "Home Visibility." Your address should be visible on the front of your house for emergency services. If you have an alley, it's also a good idea to have your address on your garage or alley fence, where it can be seen.

XI. **TRUSTEES' REPORTS** (continued)

E. Trustee Travis:

Trustee Travis said the Village’s Winter Adopt-a-Planter Program has begun. Applications for planters and more information on the program can be found on the Village’s website. You must sign up by November 10.

F. Trustee Witko:

1. Trustee Witko presented Trustee Witko presented for a first reading **Ordinance 24-17, Approving an Amendment to a Special Use Permit (Ord. 18-09) Granting the Expansion of an Existing School at the Property Commonly Known as 8601 Menard Avenue in Morton Grove, IL.**

This is the second reading of this Ordinance.

- a. The MCC Academy is requesting approval of an amendment to a Special Use Permit to allow for the expansion of the existing gymnasium and the installation of a two-lane clay track for the existing field. An amendment is also needed to increase the maximum permitted student enrollment to 350. In response to mediation agreement requirements, Resolution 04-32, the MCC provided a parking management plan to address concerns regarding observed on-street parking activity in the area surrounding the MCC. The Appearance Commission and the Traffic Safety Commission both unanimously approved the project. The Plan Commission also voted unanimously, with conditions, to recommend the project for the Board’s approval.

Trustee Witko moved to adopt Ordinance 24-17, seconded by Trustee Minx.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

Trustee Thill remarked that the MCC always tries to be a good neighbor.

2. Trustee Witko next presented **Ordinance 24-18, Approving a Special Use Permit for a Parking Variation at 6017–6049 Dempster Street in Morton Grove, IL.**

This is the second reading of this Ordinance.

- a. The Applicant, JJK Property, LLC, is requesting a Special Use Permit for a parking variation for the entire Dempster Commons shopping center at 6017-6049 Dempster. Due to existing limitations, individual uses must apply for parking variations. The proposed Special Use Permit will identify the total maximum parking at the site, beyond by-right parking ratios, and which will enable the leasing of several smaller vacant spaces currently available at the site.

XI. **TRUSTEES' REPORTS** (continued)

Trustee Witko: (continued)

- b. Trustee Witko noted that both the Traffic Safety Commission and the Plan Commission voted unanimously to recommend approval of this request.

Trustee Witko moved, seconded by Trustee Shiba, to adopt Ordinance 24-18.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

- 3. Lastly, Trustee Witko presented **Ordinance 24-19, Approving a Special Use Permit for an Automotive Minimart Station at 6335 Dempster Street in Morton Grove, IL.**

This is the second reading of this Ordinance.

- a. Cissily, Inc., the applicant in this matter, is requesting approval of a Special Use Permit for the redevelopment of an automobile minimart station, including a new 2,500 square foot retail building with two pick-up windows for walk-up customers. The project was unanimously approved by the Appearance Commission and Traffic Safety Commission. The Plan Commission as well voted unanimously to recommend the project for approval with conditions relating to building materials, lighting, business operations, operating hours, and prohibiting the proposed use of the alley.

Trustee Witko moved to adopt Ordinance 24-19, seconded by Trustee Travis.

- b. Trustee Thill asked when this construction/renovation would be taking place. Village Administrator Meyer said he had not yet heard of an official start date.

Mayor DiMaria called for the vote on Ordinance 24-19.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

XII. **OTHER BUSINESS**

- 1. Mayor DiMaria remarked that exciting things are happening at the Morton Grove train station. Gateway Plaza, the new green space south of Lincoln Avenue at Ferris Avenue, will be the site of a ribbon-cutting on Thursday, October 24, at 1:00 p.m. at the site. There will also be a ground-breaking ceremony tomorrow to say goodbye to the 1995 train station and commemorate the construction for the new Metra station. The mayor said, "This will be a welcome change!"

XII. **OTHER BUSINESS** (continued)

2. Mayor DiMaria acknowledged his appreciation of the MCC for honoring him over the weekend with a Community Service award.

XIII. **WARRANTS**

Trustee Khan presented the Warrant Register for October 22, 2024 in the amount of \$1,237,942.25. She moved to approve the Warrants as presented, seconded by Trustee Thill.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

XIV. **RESIDENTS' COMMENTS**

1. **Deluda Daris** appeared before the Board because she's having problems with her neighbors and hoped the Board could help. She complained of fumes and fumigation sprays. She has called police and the fire department about this. Her gardens are ruined, and it becomes hard for her to breathe and hard on her eyes. The neighbors have garbage strewn around their yard, even next to her windows, which she'd really like to keep open. The neighbors swear at her, but in spite of all this, she is hoping to be able to settle these problems peacefully.

Mayor DiMaria said if something is happening on-site, that's the best time to call the Police and Fire, rather than after the damage is done. He asked her to speak to Mr. Meyer and to give him her contact information.

Ms. Daris also noted that John Kerry was in Morton Grove today!

Kim Moldofsky said she would urge the Board to think more broadly about what it means to be fiscally responsible and to factor climate change into its decisions. She said this is not a partisan or a political plea. She walked the Board through a handout she had provided that had a lot of very good information in it, including timelines showing climate change and its effect on future generations.

2. She said we need to build a new culture, and the next five to six years are crucial. Basically, every decision made needs to be a climate decision.

XV. **ADJOURNMENT**

As there was no further business before the Board, Trustee Minx moved to adjourn the meeting, seconded by Trustee Khan. **Motion passed unanimously via voice vote.**

The meeting adjourned at 7:24 p.m.

PASSED this 12th day of November 2024.

Trustee Khan	_____
Trustee Minx	_____
Trustee Shiba	_____
Trustee Thill	_____
Trustee Travis	_____
Trustee Witko	_____

APPROVED by me this 12th day of November 2024.

Daniel P. DiMaria, Village President
Board of Trustees, Morton Grove, Illinois

APPROVED and FILED in my office this 13th day of November 2024.

Eileen Harford, Village Clerk
Village of Morton Grove, Cook County, Illinois

Minutes by Teresa Cousar

Legislative Summary

Ordinance 24-21

AN ORDINANCE ADOPTING THE BUDGETS FOR ALL CORPORATE PURPOSES OF THE VILLAGE OF MORTON GROVE AND THE MORTON GROVE LIBRARY, COOK COUNTY, ILLINOIS FOR THE CALENDAR YEAR EFFECTIVE JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025

- Introduced:** November 12, 2024
- Purpose:** The 2025 Budget represents the Corporate Authorities' projections of revenue that are expected to become available during fiscal year 2025, as well as recommended expenditures for the Village.
- Background:** The Budget was presented at Village Workshop held on October 15 and a public hearing on the budget was held on November 26, 2024. Public notice of the hearing was published in the Chicago Tribune Local newspaper on November 14, 2024. The Budget has been available for inspection at the office of the Village Administrator, the Public Library, and posted on the Village's website since at least November 4, 2024.

Budget Summary:	Fund #	Fund	2025 Expenses
	02	General Fund	
		Legislative	\$ 122,750
		Media/Communication	\$ 61,770
		Administration	\$ 715,435
		Legal	\$ 381,660
		Community & Economic Development	\$ 346,904
		Finance	\$ 2,901,777
		Information Technology	\$ 1,197,941
		Reserves	\$ 793,000
		Police	\$13,681,353
		Fire	\$11,198,693
		Public Works	\$ 5,651,915
		Family & Senior/Civic Center	\$ 295,775
		Building & Inspectional Service	\$ 926,240
		Municipal Buildings	\$ 775,117
		<u>General Fund Sub Total</u>	<u>\$39,050,330</u>
		General Operations	
	03	Motor Fuel Tax	\$ 2,851,000
	07	Emergency 911	\$ 479,403
	18	Commuter Parking	\$ 30,200
	20	Debt Service	\$ 663,213
	30	Capital Projects	\$ 1,363,000
	31	Equipment Replacement Fund	\$ -
	40	Water & Sewer	\$10,082,182
	41	Fire Alarm	\$ 294,650
	43	Solid Waste	\$ 2,218,722
	45	MG Days	\$ 170,000
	54	Seizure	\$ 300,500
	61	Liability Insurance Fund	\$ 100,000
		<u>General Operations Sub Total</u>	<u>\$18,552,870</u>
		TIF/Economic Develop	
	12	Sawmill Station TIF	\$ 3,134,632
	14	Lincoln Lehigh TIF	\$ 7,420,000
	15	Lehigh-Ferris TIF	\$ 100,010
	16	Economic Development	\$ 210,000
		<u>TIF/Economic Develop Total</u>	<u>\$10,864,642</u>
		Non-Pension Total	\$68,467,842
		Pensions*	
	51	Municipal Employees Retirement Fund	\$ 1,426,000
	52	Firefighters Pension	\$ 4,832,000
	53	Police Pension	\$ 5,008,100
		<u>Pensions Total</u>	<u>\$11,266,100</u>
		Library	\$ 4,086,844
		<u>Village and Library Total</u>	<u>\$83,820,786</u>

*Excludes IMRF, SLEP and OPEB Liabilities

- Admin Recomd:** Approval as presented.
- Second Reading:** Required
- Special Consider:** The budget is required to be passed before December 31, 2024

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Hanna Sullivan, Finance Director

ORDINANCE 24-21

AN ORDINANCE ADOPTING THE BUDGETS FOR ALL CORPORATE PURPOSES OF THE VILLAGE OF MORTON GROVE AND THE MORTON GROVE LIBRARY, COOK COUNTY, ILLINOIS FOR THE CALENDAR YEAR EFFECTIVE JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, pursuant to Ordinance 97-53 enacted on the 11th day of November 1997, the Corporate Authorities of the Village of Morton Grove established by a two-thirds majority vote of the Village Board then holding office, the budget system, all as authorized pursuant to Statute 65 ILCS 5/8-2-9.1 and pursuant to said statute and local ordinance, the Village Administrator of the Village of Morton Grove has previously prepared and compiled the contents of the 2025 Budget and presented said Budget in tentative form for consideration by the Village Board; and

WHEREAS, the proposed annual budget has been made conveniently available for public inspection in the Office of the Village Administrator and at the Morton Grove Public Library since at least by November 4, 2024, such date being at least ten (10) days prior to the date of passage of this Ordinance by the Village Board; and

WHEREAS, the Village Board held a public hearing on the proposed annual budget on the 26th day of November 2024, such date being not less than one week after the proposed budget was made available for inspection; and

WHEREAS, notice of such hearing was given by publication in the Chicago Tribune Local-Morton Grove Champion which is a newspaper of general circulation in the Village, at least one week prior to the time of said hearing; and

WHEREAS, the budget documents are too voluminous to attach to this ordinance but comport with the budget recapitulation attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Ordinance as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The annual budget of the Village of Morton Grove, Illinois for the calendar year beginning January 1, 2025, and ending December 31, 2025, pursuant to the official budget documents currently kept in the Office of the Village Administrator shall be and is hereby adopted.

SECTION 3: The Annual Budget of the Morton Grove Public Library for the fiscal year beginning January 1, 2025, and ending December 31, 2025, is attached hereto as Exhibit “B” shall be and is hereby adopted

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

Passed this 26th day of November 2024.

Trustee Khan _____
Trustee Minx _____
Trustee Shiba _____
Trustee Thill _____
Trustee Travis _____
Trustee Witko _____

Approved by me this 26th day of November 2024.

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

Attested and filed in my office this
this 27th day of November 2024.

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

EXHIBIT “A”

VILLAGE OF MORTON GROVE AND MORTON GROVE PUBLIC LIBRARY BUDGET ORDINANCE 24- CALENDAR YEAR JANUARY 1, 2025, TO DECEMBER 31, 2025

RECAPITULATION

Fund #	Fund	2025 Expenses
02	General Fund	
	Legislative	\$ 122,750
	Media/Communication	\$ 61,770
	Administration	\$ 715,435
	Legal	\$ 381,660
	Community & Economic Development	\$ 346,904
	Finance	\$ 2,901,777
	Information Technology	\$ 1,197,941
	Reserves	\$ 793,000
	Police	\$13,681,353
	Fire	\$11,198,693
	Public Works	\$ 5,651,915
	Family & Senior/Civic Center	\$ 295,775
	Building & Inspectional Service	\$ 926,240
	Municipal Buildings	\$ 775,117
	General Fund Sub Total	\$39,050,330
	General Operations	
03	Motor Fuel Tax	\$ 2,851,000
07	Emergency 911	\$ 479,403
18	Commuter Parking	\$ 30,200
20	Debt Service	\$ 663,213
30	Capital Projects	\$ 1,363,000
31	Equipment Replacement Fund	\$ -
40	Water & Sewer	\$10,082,182
41	Fire Alarm	\$ 294,650
43	Solid Waste	\$ 2,218,722
45	MG Days	\$ 170,000
54	Seizure	\$ 300,500
61	Liability Insurance Fund	\$ 100,000
	General Operations Sub Total	\$18,552,870
	TIF/Economic Develop	
12	Sawmill Station TIF	\$ 3,134,632
14	Lincoln Lehigh TIF	\$ 7,420,000
15	Lehigh-Ferris TIF	\$ 100,010
16	Economic Development	\$ 210,000
	TIF/Economic Develop Total	\$10,864,642
	Non-Pension Total	\$68,467,842
	Pensions*	
51	Municipal Employees Retirement Fund	\$ 1,426,000
52	Firefighters Pension	\$ 4,832,000
53	Police Pension	\$ 5,008,100
	Pensions Total	\$11,266,100
	Library	\$ 4,086,844
	Village and Library Total	\$83,820,786
*Excludes IMRF, SLEP and OPEB Liabilities		

EXHIBIT “B”
MORTON GROVE PUBLIC LIBRARY
APPROPRIATIONS AND LEVY
CALENDAR YEAR 2025

	2025 Budget
Revenues / Receipts	
Property Tax	\$ 3,908,828
Replacement Tax	\$ 50,000
License Plate Sticker Revenue	\$ 2,000
Fines	\$ 175
Lost Materials Payments	\$ 500
Photocopies/Printing	\$ 6,400
Miscellaneous Income	\$ 15,000
Grants	\$ 41,066
Interest Income	\$ 2,000
Book Sale	\$ 4,000
Donations	\$ 4,800
Vending Income	\$ 5,000
Special Reserves	\$ 47,075
Total Revenues / Receipts	\$ 4,086,844
Expenses (Summary)	
Salaries	\$ 1,929,005
Other Personnel Expenses	\$ 586,150
Materials / Services	\$ 607,850
Operations	\$ 646,239
Special Taxes	\$ 317,600
Transfer to Other Funds	
Total Expenses	\$ 4,086,844

Legislative Summary

ORDINANCE 24-22

**AN ORDINANCE LEVYING AND ASSESSING TAXES
FOR THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS
FOR 2024 TO BE COLLECTED IN THE FISCAL YEAR BEGINNING
JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025**

Introduced: November 12, 2024

Purpose: This ordinance sets the 2024 property tax levy amount that will be collected and will fund the 2025 budget. This ordinance must be adopted and filed with the Cook County Clerk to levy property taxes within the Village of Morton Grove.

Background: Pursuant to Ordinance 24-21 the amount necessary to be levied for the 2024 property taxes is: \$12,104,185 for Village operational expenses, \$660,213 for Village debt service and \$3,908,808 for the Library. This will result in a levy of \$12,764,398 for the Village and \$3,908,828 for the Library for a total levy of \$16,673,226. The effective result is a 3.74% increase in the Village's portion of the tax levy and a 4.85% increase in the Library's portion of the tax levy, resulting in an overall increase of 4.0% from the final extended tax levy from the previous year.

Summary of Appropriation to be levied and Assessed:

Fund #	Fund Name Purpose	2025 Expenditures	Tax Levy Requirements	Abatements	2024 Net Levy
	Village of Morton Grove				
02	General Fund				
	Corporate Purposes				
	General	\$ 38,088,103	\$ 3,784,269	\$ -	\$ 3,784,269
	IMRF Pension	\$ 281,000	\$ 281,000	\$ -	\$ 281,000
	C.N.A. Pension	\$ 681,227	\$ 681,227	\$ -	\$ 681,227
	General Fund sub-total	\$ 39,050,330	\$ 4,746,496	\$ -	\$ 4,746,496
52	Fire Pension Fund	\$ 4,832,000	\$ 3,545,915	\$ -	\$ 3,545,915
53	Police Pension Fund	\$ 5,008,100	\$ 3,811,774	\$ -	\$ 3,811,774
	Non-Debt sub-total	\$ 48,890,430	\$ 12,104,185	\$ -	\$ 12,104,185
	<u>Debt</u>				
20	2019 Refunding Bonds (5)		\$ 660,213		\$ 660,213
	Debt sub-total	\$ -	\$ 660,213	\$ -	\$ 660,213
	Village Total	\$ 48,890,430	\$ 12,764,398	\$ -	\$ 12,764,398
	Village of Morton Grove Library				
	General	\$ 4,086,844	\$ 3,908,828	\$ -	\$ 3,908,828
	Grand Total	\$ 52,977,274	\$ 16,673,226	\$ -	\$ 16,673,226

Admin Recom: Approval as presented.

Second Reading: Required

Special Consider or Requirement: A certified copy of this ordinance must be filed with the Cook County Clerk on or before the last Tuesday in December.

Submitted by: Charles L. Meyer, Village Administrator
 Reviewed by: Terry Liston, Corporation Counsel
 Prepared by: Hanna Sullivan, Finance Director

ORDINANCE 24-22

AN ORDINANCE LEVYING AND ASSESSING TAXES FOR THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS FOR 2024 TO BE COLLECTED IN THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, on November 26, 2024, the President and Board of Trustees of the Village passed and approved by roll call vote, the annual Budget Ordinance 24-2 of said Village for the fiscal year beginning January 1, 2025, and ending December 31, 2025. The Ordinance was duly signed and approved by the President and Board of Trustees of the Village and attested by the Village Clerk; and thereafter it was duly published in pamphlet form by order of the President and Board of Trustees of the Village; and

WHEREAS, Pursuant to Ordinance 24-2, the amount necessary to be levied for 2024 property taxes is \$12,764,398 for the Village and \$3,908,828 for the Library for a total levy of Sixteen Million Six Hundred Seventy-Three Thousand Two Hundred Twenty-Six Dollars (\$16,673,226).

NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Ordinance as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The total amount of appropriations for all corporate purposes legally made and to be collected from the tax levy of 2024 is hereby ascertained to be the sum of Sixteen Million Six Hundred Seventy-Three Thousand Two Hundred Twenty-Six (\$16,673,226)

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

Passed this 26th day of November 2024

Trustee Khan _____
Trustee Minx _____
Trustee Shiba _____
Trustee Thill _____
Trustee Travis _____
Trustee Witko _____

Approved by me this 26th day of November 2024.

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

Attested and filed in my office this
27th day of November 2024.

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

Legislative Summary

RESOLUTION 24-64

AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF MORTON GROVE AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2178, FOR JANUARY 1, 2024, THROUGH DECEMBER 31, 2026

Introduced:	November 12, 2024
Purpose:	To approve a 3-year collective bargaining agreement between the Village and its fire fighters, paramedics, and lieutenants
Background:	<p>The International Association of Fire Fighters Association Local #2178 (IAFF) is the exclusive representative of sworn positions in the Fire Department at and below the rank of Lieutenant in the Morton Grove Fire Department. The Village and the IAFF have routinely negotiated numerous collective bargaining agreements, the most recent contract expired on December 31, 2023.</p> <p>In an effort to reach a settlement with the use of Interest Arbitration, the Village and the IAFF have negotiated a new three-year agreement for the period from January 1, 2024, through December 31, 2026. Notable changes to the contract include:</p> <ul style="list-style-type: none">• Compensation: has been increased to reflect the competitive market for attracting and retaining qualified and dedicated personnel:<ul style="list-style-type: none">○ Effective January 1, 2024: a 1.00% equity adjustment, a 4.39% increase to base pay *, and a 3.0% cost of living increase;○ Effective January 1, 2025: a .25% equity adjustment and a 3.0% cost of living increase;○ Effective January 1, 2026: a .25% equity adjustment and a 3.0% cost of living increase;• An increase in Preceptor Pay from \$700 to \$1,000• Tuition reimbursement increase from \$1,700 to \$2,000• Employee Health Insurance Premiums (currently 10% of cost) increase:<ul style="list-style-type: none">○ January 1, 2025: 11% of cost○ January 1, 2026: 12% of cost
Programs, Departments or Groups Affected	Village Administrator, Fire Department, Finance Department, Legal Department
Fiscal Impact:	The salary and benefit adjustments will be reflected in appropriate annual budgets. *The 2024 net increase in compensation is 4.0%. The “4.39% increase to base pay” is offset by eliminating holiday compensation other than premium compensation for actual hours worked.
Source of Funds:	Fund – Fire Salaries Regular Union - 02-40-15-54-4106
Workload Impact:	The implementation of this resolution will be performed by the Fire Department, Finance Department, and Village Administrator.
Administrator Recommendation:	Approval as presented.
First Reading:	Not required
Special Considerations or Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Ralph Ensign, Fire Chief
Prepared by: Charles L. Meyer, Village Administrator

RESOLUTION 24-64

AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF MORTON GROVE AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2178, FOR JANUARY 1, 2024, THROUGH DECEMBER 31, 2026

WHEREAS, the Village of Morton Grove (VILLAGE), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, since 1985, the Illinois Public Labor Relations Act, 5 ILCS 315/1 et. seq. has authorized public safety employees in the State of Illinois to form labor unions and/or employee associations for the purpose of bargaining collectively with their municipal employers; and

WHEREAS, at a certification election held on September 10, 1986, the Morton Grove Firefighters Association was selected by the qualified employees of the Fire Department as the approved collective bargaining agent; and

WHEREAS, the initial contract entered into by the Village was concluded on May 1, 1987, and subsequent to that time the Village and the Morton Grove Firefighters Association, IAFF Local 2178, Firefighters Association Bargaining Team have periodically renegotiated the terms and conditions of the Collective Bargaining Agreement; and

WHEREAS, the International Association of Fire Fighters, Local 2178 and the Village of Morton Grove negotiated an agreement as to all terms of an extension of its collective bargaining agreement including salaries, compensatory time, premium holiday pay, and overtime compensation from January 1, 2024, through December 31, 2026; and

WHEREAS, the members of the International Association of Fire Fighters, Local 2178 have ratified the contract; and

WHEREAS, Village Administrator recommends the Corporate Authorities approve this contract.

NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Village President is hereby authorized and empowered to execute the written Collective Bargaining Agreement between the Village of Morton Grove and the International Association of Fire Fighters, Local 2178 for the term from January 1, 2024, to December 31, 2026.

SECTION 3: The Village Administrator and the Fire Chief and their designees are hereby authorized to implement and administer the terms and conditions of this written agreement.

SECTION 4: This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

Passed this 12th day of November 2024.

Trustee Khan	_____
Trustee Minx	_____
Trustee Shiba	_____
Trustee Travis	_____
Trustee Thill	_____
Trustee Witko	_____

Approved by me this 12th day of November 2024.

 Daniel P. DiMaria, Village President
 Village of Morton Grove
 Cook County, Illinois

Attested and Filed in my office this
13th day of November 2024.

 Eileen Scanlon Harford, Village Clerk
 Village of Morton Grove
 Cook County, Illinois

**APPENDIX B
SALARY SCHEDULE EFFECTIVE - JANUARY 1, 2024**

	<u>Step 1 Entry</u>	<u>Step 2 After Year 1</u>	<u>Step 3 After Year 2</u>	<u>Step 4 After Year 3</u>	<u>Step 5 After Year 4</u>	<u>Step 6 After Year 5</u>	<u>Longevity After 10 Years</u>	<u>Longevity After 15 Years</u>	<u>Longevity After 20 Years</u>	<u>Longevity After 25 Years</u>
Firefighter										
Annual	77,921.49	82,545.62	91,214.74	98,367.85	104,237.40	107,785.01	108,785.01	109,085.01	109,585.01	110,185.01
Bi-Weekly	2,996.98	3,174.83	3,508.26	3,783.38	4,009.13	4,145.58	4,184.04	4,195.58	4,214.81	4,237.88
Hourly (2,548)	30.58	32.40	35.80	38.61	40.91	42.30	42.69	42.81	43.01	43.24
Firefighter/Paramedic										
Annual	83,735.91	88,360.04	97,279.70	104,541.00	110,292.70	114,046.39	115,046.39	115,346.39	115,846.39	116,446.39
Bi-Weekly	3,220.61	3,398.46	3,741.53	4,020.81	4,242.03	4,386.40	4,424.86	4,436.40	4,455.63	4,478.71
Hourly (2,548)	32.86	34.68	38.18	41.03	43.29	44.76	45.15	45.27	45.47	45.70
Lieutenant and Inspector Public Education - Non-Paramedic										
Annual	125,840.00					125,840.00	126,840.00	127,140.00	127,640.00	128,240.00
Bi-Weekly	4,840.00					4,840.00	4,878.46	4,890.00	4,909.23	4,932.31
Hourly (2,548)	49.39					49.39	49.78	49.90	50.09	50.33
Hourly (2,080)	60.50					60.50	60.98	61.12	61.37	61.65
Lieutenant and Inspector Public Education - Paramedic										
Annual	132,101.38					132,101.38	133,101.38	133,401.38	133,901.38	134,501.38
Bi-Weekly	5,080.82					5,080.82	5,119.28	5,130.82	5,150.05	5,173.13
Hourly (2,548)	51.85					51.85	52.24	52.36	52.55	52.79
Hourly (2,080)	63.51					63.51	63.99	64.14	64.38	64.66
Lieutenant-Paramedic/EMS Director - Additional \$2,700										
Annual	134,801.38					134,801.38	135,801.38	136,101.38	136,601.38	137,201.38
Bi-Weekly	5,184.67					5,184.67	5,223.13	5,234.67	5,253.90	5,276.98
Hourly (2,548)	52.90					52.90	53.30	53.41	53.61	53.85
Hourly (2,080)	64.81					64.81	65.29	65.43	65.67	65.96

Notes:

The annual, bi-weekly and hourly rates will be increased for employees as a result of shift reduction allowance calculations.
Shift Reduction = 36 hours of base pay at the 2,548 annual hourly rate.
Both Lieutenant positions contain data for the hourly rate associated with 2,080 and 2,548 annual hours.
As of 1999 each step includes for certification pay.

**APPENDIX B
SALARY SCHEDULE EFFECTIVE - JANUARY 1, 2025**

	<u>Step 1 Entry</u>	<u>Step 2 After Year 1</u>	<u>Step 3 After Year 2</u>	<u>Step 4 After Year 3</u>	<u>Step 5 After Year 4</u>	<u>Step 6 After Year 5</u>	<u>Longevity After 10 Years</u>	<u>Longevity After 15 Years</u>	<u>Longevity After 20 Years</u>	<u>Longevity After 25 Years</u>
Firefighter										
Annual	80,453.94	85,228.35	94,179.22	101,564.80	107,625.11	111,288.02	112,288.02	112,588.02	113,088.02	113,688.02
Bi-Weekly	3,094.38	3,278.01	3,622.28	3,906.34	4,139.43	4,280.31	4,318.77	4,330.31	4,349.54	4,372.62
Hourly (2,548)	31.58	33.45	36.96	39.86	42.24	43.68	44.07	44.19	44.38	44.62
Firefighter/Paramedic										
Annual	86,457.32	91,231.74	100,441.29	107,938.59	113,877.21	117,752.90	118,752.90	119,052.90	119,552.90	120,152.90
Bi-Weekly	3,325.28	3,508.91	3,863.13	4,151.48	4,379.89	4,528.96	4,567.42	4,578.96	4,598.19	4,621.27
Hourly (2,548)	33.93	35.81	39.42	42.36	44.69	46.21	46.61	46.72	46.92	47.16
Lieutenant and Inspector Public Education - Non-Paramedic										
Annual	129,929.80					129,929.80	130,929.80	131,229.80	131,729.80	132,329.80
Bi-Weekly	4,997.30					4,997.30	5,035.76	5,047.30	5,066.53	5,089.61
Hourly (2,548)	50.99					50.99	51.39	51.50	51.70	51.93
Hourly (2,080)	62.47					62.47	62.95	63.09	63.33	63.62
Lieutenant and Inspector Public Education - Paramedic										
Annual	136,394.67					136,394.67	137,394.67	137,694.67	138,194.67	138,794.67
Bi-Weekly	5,245.95					5,245.95	5,284.41	5,295.95	5,315.18	5,338.26
Hourly (2,548)	53.53					53.53	53.92	54.04	54.24	54.47
Hourly (2,080)	65.57					65.57	66.06	66.20	66.44	66.73
Lieutenant-Paramedic/EMS Director - Additional \$2,700										
Annual	139,094.67					139,094.67	140,094.67	140,394.67	140,894.67	141,494.67
Bi-Weekly	5,349.80					5,349.80	5,388.26	5,399.80	5,419.03	5,442.10
Hourly (2,548)	54.59					54.59	54.98	55.10	55.30	55.53
Hourly (2,080)	66.87					66.87	67.35	67.50	67.74	68.03

Notes:

The annual, bi-weekly and hourly rates will be increased for employees as a result of shift reduction allowance calculations.
 Shift Reduction = 36 hours of base pay at the 2,548 annual hourly rate.
 Both Lieutenant positions contain data for the hourly rate associated with 2,080 and 2,548 annual hours.
 As of 1999 each step includes for certification pay.

**APPENDIX B
SALARY SCHEDULE EFFECTIVE - JANUARY 1, 2026**

	<u>Step 1 Entry</u>	<u>Step 2 After Year 1</u>	<u>Step 3 After Year 2</u>	<u>Step 4 After Year 3</u>	<u>Step 5 After Year 4</u>	<u>Step 6 After Year 5</u>	<u>Longevity After 10 Years</u>	<u>Longevity After 15 Years</u>	<u>Longevity After 20 Years</u>	<u>Longevity After 25 Years</u>
Firefighter										
Annual	83,068.69	87,998.27	97,240.05	104,865.66	111,122.93	114,904.88	115,904.88	116,204.88	116,704.88	117,304.88
Bi-Weekly	3,194.95	3,384.55	3,740.00	4,033.29	4,273.96	4,419.42	4,457.88	4,469.42	4,488.65	4,511.73
Hourly (2,548)	32.60	34.54	38.16	41.16	43.61	45.10	45.49	45.61	45.80	46.04
Firefighter/Paramedic										
Annual	89,267.19	94,196.77	103,705.63	111,446.59	117,578.22	121,579.86	122,579.86	122,879.86	123,379.86	123,979.86
Bi-Weekly	3,433.35	3,622.95	3,988.68	4,286.41	4,522.24	4,676.15	4,714.61	4,726.15	4,745.38	4,768.46
Hourly (2,548)	35.03	36.97	40.70	43.74	46.15	47.72	48.11	48.23	48.42	48.66
Lieutenant and Inspector Public Education - Non-Paramedic										
Annual	134,152.52					134,152.52	135,152.52	135,452.52	135,952.52	136,552.52
Bi-Weekly	5,159.71					5,159.71	5,198.17	5,209.71	5,228.94	5,252.02
Hourly (2,548)	52.65					52.65	53.04	53.16	53.36	53.59
Hourly (2,080)	64.50					64.50	64.98	65.12	65.36	65.65
Lieutenant and Inspector Public Education - Paramedic										
Annual	140,827.50					140,827.50	141,827.50	142,127.50	142,627.50	143,227.50
Bi-Weekly	5,416.44					5,416.44	5,454.90	5,466.44	5,485.67	5,508.75
Hourly (2,548)	55.27					55.27	55.66	55.78	55.98	56.21
Hourly (2,080)	67.71					67.71	68.19	68.33	68.57	68.86
Lieutenant-Paramedic/EMS Director - Additional \$2,700										
Annual	143,527.50					143,527.50	144,527.50	144,827.50	145,327.50	145,927.50
Bi-Weekly	5,520.29					5,520.29	5,558.75	5,570.29	5,589.52	5,612.60
Hourly (2,548)	56.33					56.33	56.72	56.84	57.04	57.27
Hourly (2,080)	69.00					69.00	69.48	69.63	69.87	70.16

Notes:

The annual, bi-weekly and hourly rates will be increased for employees as a result of shift reduction allowance calculations.
Shift Reduction = 36 hours of base pay at the 2,548 annual hourly rate.
Both Lieutenant positions contain data for the hourly rate associated with 2,080 and 2,548 annual hours.
As of 1999 each step includes for certification pay.

**COLLECTIVE
BARGAINING
AGREEMENT
BETWEEN
THE
FIREFIGHTERS ASSOCIATION
OF MORTON GROVE, LOCAL 2178,
IAFF
AND THE
VILLAGE OF MORTON GROVE
JANUARY 1, 2024 - DECEMBER 31, 2026**

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THIS AGREEMENT is entered into by and between the Village of Morton Grove, (Village) and Morton Grove Firefighters Association, Local 2178, International Association of Fire Fighters the Firefighters Association of Morton Grove (Association).

ARTICLE I
RECOGNITION

The Village recognizes the Association as the sole and exclusive collective bargaining representative with respect to rates of pay, wages, hours and other terms and conditions of employment for all employees of the Fire Department in the classifications of Firefighter, Firefighter/EMT, Firefighter/Paramedic, Lieutenant, Lieutenant/EMT, Lieutenant/Paramedic; but excluding Director of E.M.S., Director of Fire Prevention Bureau, and all other employees above the rank of Lieutenant.

ARTICLE II

MEMBERSHIP, DUES DEDUCTION AND FAIR SHARE

2.1 Membership - Each employee who on the effective date of this Agreement is a member of the Association and continues such membership and each employee who becomes a member after such date and continues such membership shall, during the term of this Agreement, make timely payment of uniform Association dues, fees and assessments.

Should Association membership of any employee terminate, or should any employee who is a member become in arrears in his dues or other financial obligations to the Association, the Treasurer of the Association shall so notify the Village, and the Village shall treat such employee as a fair share fee payer subject to fair share payroll withholding in accordance with Section 2.3.

2.2 Dues Deduction - Five business days after receipt of an employee's signed authorization in the form set forth in Appendix "A", the Village, for the duration of this Agreement, shall deduct from such employee's pay uniform Association initiation fees, monthly dues and assessments. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Association and the Village. The Association shall certify to the Village in writing the amount to be deducted. Such amount, except for any assessments, shall not be changed more frequently than twice in a 12-month period. Deductions shall be made on each pay day of each month and remitted by the Village together with an itemized statement to the Association by the last day of the month in which the deduction is made.

(a)

2.3 Indemnification - The Association shall indemnify the Village and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Village for the purpose of complying with the provisions of this Article.

ARTICLE III

NO DISCRIMINATION

There shall be no discrimination by the Village or by the Association against any employee because of race, creed, color, national origin, sex, age, religion, or Association activity or membership.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 Definition of Grievance - A grievance is a difference of opinion between an employee or the Association and the Village with respect to the meaning or application of the terms of this Agreement, or with respect to the application of the written Personnel Rules, Regulations, Policies and Procedures of the Village and/or Fire Department. A grievance arising because of disciplinary suspension or termination of an employee shall be submitted to Step 3 of the Grievance Procedure. The provisions of the contractual grievance and arbitration procedure set forth in this Article IV shall govern the discipline of non-probationary employees and shall be the sole recourse for appealing such disciplinary action and shall be in lieu of proceedings before the Morton Grove Board of Fire and Police Commissioners and State statutes relating to discipline.

4.2 Association Representatives - The Association shall determine those persons who are authorized to represent it and the employees covered hereunder with regard to all matters pertaining to the Grievance Procedure. The Association shall provide the Village Administrator and the Fire Chief with a written list of those persons authorized to represent it in this regard.

4.3 Grievance Procedure - A grievance shall be processed as follows:

Step 1: The employee, with or without an Association representative (or an Association representative alone in the case of an Association grievance), shall take up the grievance in writing or orally with the District Chief or in his absence another District Chief, the Chief, or a non-bargaining unit designee within ten (10) business days of its occurrence, or within ten (10) business days from the date on which the employee knew or reasonably

should have known of its occurrence. The District Chief or in his absence another District Chief, the Chief, or a non-bargaining unit designee shall then attempt to adjust the matter and shall respond in writing to the Association Representative within five (5) business days.

Step 2: If the grievance is not adjusted in Step 1 and the Association wishes to appeal the grievance to Step 2 of the Grievance Procedure it shall be referred in writing to the Fire Chief within five (5) business days after the receipt of the District Chief's or in his absence another District Chief's, the Chief's, or a non-bargaining unit designee's answer in Step I. The written grievance shall be signed and shall set forth all relevant facts, the provision or provisions of the Agreement or the written rule, regulation, policy, or procedure allegedly violated, and the requested remedy.

Within ten (10) business days of receipt of the written notice of appeal from the Association, the Fire Chief shall meet with the Association representative(s) and the involved employee(s) at a time mutually agreeable to the parties. If no adjustment is reached, the Fire Chief shall give the department's written answer to the Association within ten (10) business days following their meeting.

Step 3: If the grievance is not settled at Step 2, the Association shall have ten (10) business days following receipt of the written response from the Fire Chief to submit a written appeal to the Village Administrator. Within ten (10) business days of receipt of the written appeal from the Association, the Village Administrator shall convene a meeting to be held at a mutually

agreeable time with the Association representative(s), and at the discretion of the Association with the involved employee(s). Subsequent to the meeting, the Village Administrator shall provide a written answer to the Association within ten (10) business days from the date of the meeting.

Step 4: **Arbitration** - If the grievance remains unresolved following Step 3 of the Grievance Procedure either party may submit the grievance to arbitration by notifying the other in writing within fifteen (15) business days following receipt of the Administrator's written response to the grievance as provided for in Step 3 of this procedure. Within ten (10) business days after receipt of the written notice requesting arbitration, the parties shall meet or otherwise attempt to select an impartial arbitrator by mutual agreement. If the parties are unable to agree upon selection of an arbitrator, the party invoking arbitration shall request 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 and are residents of Illinois. The Association shall strike one name and the Village shall strike the next name, each alternating until one name remains and that person shall be the arbitrator, provided, however, that each party prior to striking names from the list has the right to reject one panel of arbitrators.

4.4 Authority of the Arbitrator - The Arbitrator shall have no authority or 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 respect to the issue or issues presented, the specific issue or issues of contract interpretation or application and/or the application of written personnel rules, regulations, policies or procedures appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the Village and to the Association within thirty (30) days following the close of the 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 or of the application of the written personnel rule, regulation, policy or procedure and the facts presented in the grievance. Subject to the arbitrator's compliance with the provisions of this Section, the decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be borne equally by the parties, but each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

4.5 Processing and Time Limits

- (a) Grievances may be investigated and processed during working hours by Association representatives, provided, however, that such activities do not interfere with the operations of the Fire Department.

The term "business days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and legal holidays. The time limits set forth in this Article may be extended by mutual consent of the parties. It is further agreed that an Association or Village Grievance can be filed at Step 2 of the Grievance Procedure. It is further agreed, as provided in the IPLRA, that the Association

maintains the right to exercise its discretion to refuse to process grievances that are unmeritorious.

- (b) Nothing in this Article prevents an employee from presenting a grievance to the employer and having the grievance heard and settled without intervention of the Association; provided that the Association is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of any Agreement in effect between the employer and the Association. It is further understood that the Association has the right to exercise its discretion to refuse to process unmeritorious grievances.

ARTICLE V

NO STRIKES - NO LOCKOUTS

The Association, its officers and agents, and the employees covered by this Agreement, agree not to instigate, promote, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of operations as a result of a labor dispute. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. The Village will not lock out any employees during the term of the Agreement as a result of a labor dispute.

ARTICLE VI

DISCIPLINE AND DISCHARGE, INVESTIGATIONS

6.1 Disciplinary actions by the Village against non-probationary employees shall be for reasons based upon an employee's failure to fulfill his responsibilities as an employee, including off-duty conduct where such conduct adversely affects the employee's performance of his work duties or adversely affects the Department's reputation or effectiveness in the community. Where the Village believes just cause exists to institute disciplinary action it shall have the option, consistent with the principles of timely progressive discipline imposed for the purpose of encouraging corrective employee action, to assess the following penalties only:

Oral Reprimand
Written Reprimand
Suspension
Discharge

Any disciplinary action or measure other than an oral or written reprimand imposed upon an employee shall be subject to review and appeal as provided for in Article IV of this Agreement. The employee may file a written reply to any oral or written reprimand.

6.2 The Village agrees that employees shall be disciplined and discharged only for just cause established. A copy of all suspension and discharge notices shall be provided to the Association.

6.3 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a settlement or deemed proper by the appropriate hearing authority.

6.4 Disciplinary actions recorded in the employee's personnel files shall not be used after three (3) years to justify subsequent disciplinary action, except for a related offense.

6.5 The Village shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee. It is understood that polygraph examinations and tests by means of any chemical substance will not be used by the Village in any phase of disciplinary investigations or interrogation.

6.6 Prior to taking any final, disciplinary action and just prior to concluding its investigation, the Village shall notify the Employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform the Employee of the reasons for such contemplated disciplinary action. The employee shall be entitled to Association representation at such meetings and shall be given the opportunity to rebut the reasons for such proposed discipline. Copies of any known documents that the Fire Chief is using to support the contemplated discipline will be provided to the employee at this meeting.

6.7 The Employer's personnel files, disciplinary history files, medical files and completed inactive investigative files, shall, upon reasonable request to the Chief or the on-duty District Chief, be open and available for inspection and copying by the affected employee during regular business hours. With respect to such files maintained at the department, regular business hours shall encompass 9:00 am. to 5:00 p.m. It is agreed that any of these files not made available for inspection and copying shall not be used in any manner or forum for any disciplinary action.

6.8 Interrogation The questioning of a firefighter (employee) pursuant to an investigation initiated by the Village in connection with an alleged violation of the Village's rules and which may be the basis for disciplinary action in excess of 24 duty hours shall be conducted in accordance with the Firemen's Disciplinary Act (50 ILCS 745).

This Section 6.8 does not apply to any supervisory discussion with a firefighter (employee) in the normal course of duty, counseling, instruction, informal admonishment or routine or unplanned contact between a supervisor and a firefighter (employee) that would not lead to disciplinary action in excess of 24 duty hours.

6.2 No firefighter shall be compelled to speak or testify before, or be questioned by any non-governmental agency. This provision shall not apply to reasonable requests from the Village's insurance carriers provided that the employee is covered by the insurance policy applicable to the situation.

ARTICLE VII

GENERAL PROVISIONS

7.1 **Bulletin Boards** - The Village shall provide bulletin boards in each fire station for use by the Association for the posting of Association business, social and recreational matters. All material shall be signed by the authorized Association representative prior to posting.

7.2 **Duties** - All employees shall be prompt in reporting to their assigned duties and shall diligently perform such duties.

The Village shall not assign or add duties not reasonably related to fire suppression, rescue, prevention, extinguishment, and delivery of emergency medical services or other specialized fire service functions (i.e. arson investigation, hazardous material programs - with proper protective clothing and equipment, public education in CPR and fire prevention) including training, the normal maintenance of equipment, and the customary house duties. Nothing in the foregoing duties description shall limit assignments during emergency conditions or situations which threaten citizens' lives or property.

7.3 **Special Leave – Trading Vacation or Tours of Duty – Excuse from Duty**

- (a) Any employee requesting special leave, trade of vacation or duty shift day, or to be excused from duty for any reason, other than an emergency or illness, must submit the request in writing to the Chief or his designee on an approved department form. The request must state the desired time off or trade, the reason for the request, and the name of any involved relief employee.
- (b) A request for special leave may be approved by the Chief or his designee.
- (c) A request for a traded or exchanged duty shift day or vacation shall be approved provided (i) both employees so request and (ii) if necessary, that each is capable

of performing the duties of the other. Repayment of trade time shall be at the convenience of the employee owed; except, no owing employee shall be required to work back on a Holiday or day in a holiday weekend, unless such is agreed on the original request. Repayment of trade time shall be accomplished within one calendar year (365 days) from the date of trade. An employee failing to honor time owed shall be subject to appropriate disciplinary action. An employee unable to fill a time owed agreement shall be exclusively responsible for finding a qualified substitute to fulfill the obligation. Any costs the Village is forced to bear in relation to a trade day/time off situation, including vacation day trades, will be charged to the owing employee via payroll deduction.

- (d) Emergency Leave - The Chief or District Chief's (or in their absence the Company Officer) shall excuse an employee from duty without loss of pay for any bona fide emergency or illness, but the officer shall report the same to the Chief as soon as possible. Employees excused from duty for a bona fide emergency or illness shall call the duty officer, presumably the District Chief, between 5 to 7 hours after being so excused, unless circumstances prevent such call. If more than twelve (12) hours emergency time is utilized, the leave will be covered by utilizing Floating Holiday time on an hour for hour basis for all hours after twelve (12) hours. If an individual has no Floating Holiday time remaining in his annual leave bank, utilization will be charged to the next year's Floating Holiday allotment.
- (e) Paternity Leave - A male employee shall be given up to one shift day off without loss of pay upon occasion of the birth of his child or adoption of his child when

said birth (or beginning of labor) or adoption occurs on the shift day or within forty-eight (48) hours immediately prior to the start of the Shift. The adoption provisions of this subsection shall also be applicable to female employees.

7.4 Joint Safety Committee - There shall be a six member joint safety committee under the direction of the Fire Chief. Three Members shall be selected by the Association and three by the Fire Chief. The Committee shall meet from time to time and among other matters of safety concerns shall:

- (a) Review and to the extent possible resolve employee safety complaints which have not yet become formal grievances; both parties recognize (notwithstanding anything herein to the contrary) that unresolved safety complaints or grievances may be filed directly to Step 3 of the grievance procedure if the Association so elects;
- (b) Make recommendations to the Fire Chief and the Village concerning safety conditions, facilities, apparatus, protective equipment, protective clothing, procedures, safety rules, accident prevention and other safety matters.

7.5 Formal Training - The Village will continue participation in the *Illinois Fire Protection Training Act*.

7.6 Living Conditions

- (a) Station Radio Speaker Policy - Station Radio speakers monitoring RED Center and MABAS frequencies shall be in operation no longer than between the hours of 0645 and 2000, except when there is an alarm of the severity of code 4 or higher, where Morton Grove units may be expected to respond, the on-duty District Chief, in the exercise of reasonable discretion, may operate the speakers

beyond such hours until that alarm situation has been mitigated. It is also provided, that there shall be selective switching on the radios and tone alert system so that only the companies due to respond to an alarm shall receive notification by the alert tone.

It is further provided, however that radio speakers will be placed in the “on” position regardless of time of day whenever RED Center requests that Morton Grove maintain their own radio communications.

- (b) The Village through the Building Department shall cause necessary repairs to the physical plants of the Fire Department (i.e. all stations).
- (c) The Village shall supply, repair and replace sufficient food service appliances, cooking and eating utensils, stoves, refrigerators, pots and pans, beds (including frame, mattress, box springs, and blanket), desks and chairs on an “as needed” basis. The Village shall also provide a locker for each employee for his personal belongings.

7.7 Property and Equipment - Employees shall be responsible for the proper care of Department property and equipment. No employee, however, shall be monetarily liable for damaged or lost Department property and equipment. Employees may be disciplined for such damage or loss only if caused by the employee’s proven willfulness or negligence.

7.8 Mileage Allowance - Employees required to use their personal automobile in the course of performing their duties shall be paid at the I.R.S. rate, as such may change from time to time. Employees shall obtain approval from the Fire Chief or his designee before utilizing their personal vehicles for Fire Department business. Employees detailed between stations 4 and 5 for manpower or other purposes shall not be compensated for personal vehicle use.

7.9 Court Appearances - An employee required to appear in court, at an administrative proceeding or at a coroner's inquest shall be compensated for approved preparation time and travel and shall be reimbursed for expenses incurred. An employee so required shall notify his District Chief as soon as possible.

7.10 Indemnification of Employees

- (a) Village Responsibility - The Village shall be responsible for, hold employees harmless from and pay for damages or moneys which may be adjudged, assessed, or otherwise levied against any employee covered by this Agreement, subject to the conditions set forth in Section 7.10(d).
- (b) Legal Representation - Employees shall have legal representation by the Village in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.
- (c) Cooperation - Employees shall be required to cooperate with the Village during the course of the investigation, administration or litigation of any claim arising under this Section 7.10.
- (d) Applicability - The Village will provide the protections set forth in subsections 7.10(a) and 7.10(b) so long as the employee is acting within the scope of his employment and where the Employee cooperates, as defined in subsection 7.10(c) with the Village in defense of the action or actions or claims.

7.11 Inoculations - The Village shall provide, at Village expense, a Hepatitis B Virus (HBV) Inoculation Series to any employee wishing to be inoculated. The Village shall offer such inoculation to every new employee. Additionally, the Village shall provide a verification

test, within a period of 1 to 6 months after completion of the inoculation series, and provide any additional inoculations necessary.

7.12 Communicable Diseases - Upon notification to the Village that an employee has been significantly exposed in the course of duty to the risk of transmission of a chronic communicable disease as defined by the U.S. Center for Disease Control, from a person determined to have such disease, the employee shall immediately be notified of such by the Village, and the employee and members of the employee's family covered by the Village's group health insurance plan shall be granted, at Village expense, medically necessary tests and/or screening, and medically recommended treatment.

7.13 Eye Glass Replacement - The Village at its expense shall repair or replace as necessary an employee's eye glasses, sun glasses, and contact lenses if such are damaged, or broken during the course of an employee's duties, provided due care and caution was exercised by the employee. Such incident to be documented to the Fire Chief or his designee.

7.14 Physical Fitness Program

- (a) The Village and the Association may establish a physical fitness program with emphasis on cardiovascular fitness and general flexibility. The program will set realistic individual goals for achievement and in all respects will be job performance relevant. All employees will be required to participate. However, employees will not be disciplined for failure to meet established goals.

An employee's participation in the physical fitness program, shall normally occur during the employee's routine work schedule set forth in §13.3. Participation in related physical fitness activities shall normally take place after other assigned duties and training have been accomplished; provided that with

approval of a non-bargaining unit supervisor, such participation may take place prior to completion of other assigned duties and training. Participation in unrelated physical fitness activities shall not occur during assigned time.

- (b) Effective May 1, 1992, employees who meet the agreed upon fitness standard by the end of December in each year shall be entitled to an additional floating holiday (1 shift day) off the following calendar year, as provided in §14.1(c). In any year in which an employee cannot be tested to determine whether the employee meets the standard, the employee shall be deemed to have met the standard and shall be entitled to the floating holiday.

7.15 Drug Policy, Confidentiality, Chronic Communicable Disease - The Agreements of the Village and the Association relative to Drug Policy, Employee Confidentiality and Chronic Communicable Disease are set forth respectively in Appendices C, D, and E, attached hereto and made a part hereof.

7.16 Education and Reimbursement - The Village of Morton Grove encourages employees to improve and upgrade their skills through participation in job related courses and degree programs at colleges and universities, job-related seminars, or workshops.

Employees will be reimbursed for the cost of registration, tuition, books, lab fees, related fees, lodging, and parking fees (meals, tolls, and mileage are not reimbursable) if attendance is pre-approved by the Fire Chief or his designee, prior to the first regularly scheduled class date and provided, courses, seminars, or workshops are determined to be in compliance with the following.

- (a) For employees in undergraduate or graduate programs with a declared major in fire science or public administration: all courses required including electives shall be approved.
- (b) Seminars or workshops which are job-related as determined by the Fire Chief or his designee.
- (c) For reimbursement, the employee must receive a grade of at least:
 - (i) C in an alphabetical system
 - (ii) 70 out of 100 in a numeric system
 - (iii) Pass in a pass/fail system
 - (iv) Certificate of completion if no grade is issued

~~Effective January 1, 2018, reimbursements shall be limited to the sum of \$1,425 per employee.~~

Effective January 1, 2019, and each January 1 thereafter, reimbursements shall be limited to the sum of \$1,500 per employee.

Effective January 1, 2025, and each January 1 thereafter, reimbursements shall be limited to the sum of \$2,000 per employee.

Accumulation is not permitted.

Any schedule change(s) needed to accommodate class or program attendance shall be handled as stipulated in Section 7.3: Special Leave - Trading Vacation or Tours of Duty - Excuse from Duty.

If an employee voluntarily leaves the Village within two years of completing a reimbursed course, a percentage amount of reimbursed expenses will be due the Village according to the following schedule:

0-12 months	100%
13-16 months	75%
17-24 months	50%

7.17 Direct Deposit - The Village shall make direct deposit of employees' pay for each employee who requests, in writing, to the extent direct deposit is available throughout the Village workforce.

7.18 Precedence of Agreement - If there is any inconsistency or conflict between the provisions of this Agreement and the provisions of any Village ordinance, or Village and/or Fire Department policy or procedure relating to wages, hours and conditions of employment, the provisions of this Agreement shall take precedence.

ARTICLE VIII

UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

8.1 (a) Initial issue and new issue of protective clothing and equipment shall be furnished to employees at Village expense, and except as added by the Chief in consultation with the joint safety committee shall include the following:

- 1 complete bunker turnout suit (bunker coat, bunker pants with suspenders, boots)
- 1 helmet with eye shield
- 2 pairs cuffed Nomex gloves
- 1 utility truckman's belt
- 1 pair prescription safety glasses for SCBA for employees who use corrective lenses
- 1 Flashlight
- 1 Nomex hood
- 1 pair firefighter safety goggles with strap
- 1 hearing protection ear muffs

All protective clothing and equipment damaged, stolen, worn out or lost while in the performance of duties shall be replaced at Village expense as deemed necessary by the Chief or his designee.

(b) Initial issue and new issue of dress uniforms and daily work clothes shall be furnished to employees at Village expense and at a minimum shall include the following:

- 1 winter long sleeve shirts with patch
- 1 summer short sleeve shirts with patch
- 4 polo shirts
- 4 pairs pants (navy blue)
- 2 Nameplates
- 6 pairs socks (black)
- 1 pair shoes (black)
- 6 tee shirts (navy blue with logo)
- 1 windy city breaker (navy blue - employee choice of 1 summer or 1 winter)
- 2 sweatshirts with embroidered logo
- 1 pair workout shorts
- 1 pair workout sweat pants
- 1 workout sweatshirt with silk screened or embroidered logo
- 1 badge
- 1 black tie
- 1 black belt

- 1 dress blouse with matching pants and patch
- 1 dress cap with cap badge

8.2 Employees shall be responsible for and/or replacement of dress uniforms, daily work clothes and work shoe “uniforms”) as needed in order that such remain serviceable and in good repair at all times. As provided in Section 8.1(a), the purchase of initial issue and new issue shall be at Village expense. As provided in Section 8.1(b), the first time purchase of initial issue and new issue shall be at Village expense. The Village or its designees reserve the right to specify the type, style, color and/or supplier of uniforms, to periodically inspect uniforms and to direct employees to purchase and/or replace uniforms as necessary.

8.3 Daily work clothes or the uniform of the day shall be as prescribed by the Fire Chief or his designee.

Employees shall be required to be in work clothes at the beginning of the shift until 0645 the following day, or until relieved by the oncoming shift. Within the discretion of the Chief or his designee, due consideration to the safety, health and comfort of employees shall be given with respect to the daily work clothes or uniform of the day.

The material of any required nameplates or badges shall be cloth, the design of which shall be determined by the Chief. Such nameplates or badges, after initial issue, shall be maintained at the expense of the employee.

ARTICLE IX

MANAGEMENT RIGHTS - RULES AND REGULATIONS

9.1 Management Rights - This Agreement shall recognize the sole rights of the Village to manage, operate, and direct the affairs of the Village and the Fire Department in all of its various aspects; to determine standards of service offered to the public; to establish the number and classifications of work positions; to maintain discipline, order and efficiency, and the right to make and even-handedly enforce reasonable rules, regulations, and policies necessary to effectively manage the Fire Department. This Agreement shall recognize the right of the Village to hire, promote, discipline, discharge, or transfer employees for just cause.

Nothing in this Agreement shall prohibit the Village and/or Fire Department management from introducing new, safe and improved methods, materials, equipment, and tactics or from eliminating or changing existing and outmoded or inefficient methods, materials, equipment, or facilities as necessary to better protect the public and employees, improve work efficiencies or generally promote effective operation of the Village and the Department.

It is provided, however, that the exercise of any of the foregoing rights shall not conflict or be inconsistent with any of the other provisions of this Agreement, and that this Agreement shall be construed as requiring the Village to follow the other provisions of the Agreement in the exercise of such rights.

9.2 Rules and Regulations

- (a) Employees shall be required to comply with all reasonable rules and regulations, policies and procedures of the Department and of the Village that are not inconsistent or in conflict with the terms of this Agreement.
- (b) It is understood that new or revised written rules, regulations, policies and procedures are established by the Village from time to time. Except in an

emergency, the Association shall be given notice of any proposed additions or changes and a reasonable opportunity to present its comments prior to finalization, and such procedures shall be deemed to comply with any bargaining obligation on the part of the Village with regard to the IPLRA. Any new or revised written rule, regulation, policy or procedures shall be posted no less than ten (10) days before becoming effective or enforceable.

- (c) Uniform rules, regulations, policies and procedures are to be fairly and even-handedly administered and enforced.

ARTICLE X

MINIMUM MANNING

10.1 On duty daily minimum manning levels shall continue to be:

- (a) Ten (10) line unit employees per shift; i.e., five (5) in each fire house, of which one in each house shall be the company officer, provided however, that due to the scheduling of vacations and the occasional need for the utilization of other leave benefits, one company officer per shift may be an acting lieutenant to be compensated as provided for in Section 15.4, “Work Out of Classification” of the Collective Bargaining Agreement
- (b) Three (3) unit employees per engine and two (2) unit employees per ambulance.

10.2 Because of safety considerations, both to employees and the public, in addition to the minimum manning requirements of Section 10.1, present operational procedures shall continue to apply regarding manning complements of apparatus depending upon the type of alarm, location and incident and circumstances involved.

10.3 Notwithstanding the foregoing, in situations where extremely low temperatures and/or other related climate conditions (e.g., high wind, blowing and drifting snow, freezing rain) render normal minimum manning unsafe, such minimum manning shall be increased to no less than twelve (12) line unit employees, with the additional employees to reinforce existing manpower and/or to man additional apparatus.

ARTICLE XI

SENIORITY

11.1 Definition - Seniority shall mean an employee's length of continuous service with the Fire Department. Employees hired on the same date shall be ranked for seniority purposes according to their respective standings on the eligibility list. For benefit levels employees shall be additionally credited for full time service with the Village in other departments.

11.2 Probationary - New employees shall serve a probationary period of twelve (12) months following receipt of the state certifications of Firefighter Basic and EMT-P; but in no event shall probation extend for more than twenty-four (24) months from date of hire with an extension of up to six (6) months thereafter if required to obtain the necessary state certifications. During an employee's probationary period the employee may be discharged at the sole discretion of the Village and without recourse to the grievance procedure. The seniority of an employee during and after completion of his probationary period shall date back to the employee's last date of hire.

11.3 Layoff and Recall - In the event it is necessary to layoff employees, they shall be laid-off in inverse order of their seniority. Employees shall be recalled from layoff in order of their seniority.

No new employee shall be hired until all employees on layoff have been recalled and given sufficient opportunity to return to work.

11.4 EMT-P Decertification

- (a) Of the six (6) most senior employees, exclusive of Lieutenants, non-shift personnel and employees desiring to maintain their Paramedic status, those who are EMT-P certified may indicate their desire for decertification, in writing to the Fire Chief through the Department's chain of command by October 31 of each

year for commencement of non-EMT-P status, effective January 1 of the following year. The Fire Chief shall grant approval for decertification by December 31 of each year.

- (b) All employees with seniority below the top six (6), and who are EMT-P certified will maintain EMT-P certification, except that Lieutenants and non-shift personnel who are EMT-P certified may decertify as EMT-P at any time upon written notice to the Chief.
- (c) At the request of a non-EMT-P employee who previously was EMT-P certified and with approval of the Chief, which approval shall not unreasonably be withheld, the employee may return to active EMT-P status, with no impact on seniority as an employee. Re-certification will be accomplished with no impact or expense incurred by the Village.
- (d) Whenever there are more than two firefighter/paramedics (EMT-P) at a station on a shift, the senior firefighter/paramedic who is normally assigned to that shift shall have the option to be assigned to the ambulance or the engine for that shift unless operational necessity dictates otherwise.

11.5 Promotion - Promotions within the bargaining unit shall be in accordance with the provisions of the “Rules Governing the Morton Grove Fire and Police Commission”, as may be periodically revised, and the procedures set forth in Appendix F of this agreement. Matters of promotion within the bargaining unit shall remain within the authority of the Fire and Police Commission as specified above and shall not be subject to the grievance procedure in so far as the Commission’s actions follow the provisions of Appendix F. No applicant for promotion

shall be required or requested to submit to a polygraph examination or test by means of any chemical substance. No employee promoted shall be required to serve any probationary period.

ARTICLE XII

HEALTH AND WELFARE

12.1 Retirement Benefits - Employees shall continue to be covered by and participate in the *Illinois Firemen's Pension Fund* in accordance with and subject to the provisions of the statutes of the State of Illinois now applicable and as they may from time to time be amended.

12.2 Life Insurance - Life insurance coverage and Accidental Death and Dismemberment (A.D. & D) insurance coverage shall each be provided to all employees by the Village at its expense. Life insurance coverage shall be equal to one times the employee's regular annual earnings rounded to the next higher \$1000 if not already a multiple of \$1000 up to a maximum of 150,000, and A.D. & D. coverage also shall be equal to one times the employee's regular annual earnings rounded to the next higher \$1000 if not already a multiple of \$1000 up to a maximum of \$150,000. Within fifteen (15) days of the date of retirement, a retiree may elect to have \$10,000 life insurance coverage by paying the applicable monthly premium when due, plus a 30-day grace period; such coverage shall terminate if the applicable monthly premium is not paid when due, plus a 30-day grace period. In the event of an employee's death, the full amount of insurance will be paid to the employee's designated beneficiary, or if there is no designated beneficiary, to the employee's estate.

12.3 Group Hospitalization Insurance

- (a) Except as hereinafter modified, the Village's Group Health Care Program that is currently in effect shall be continued during the term of this Agreement. The terms of the program "currently in effect" are those described in the employee benefit booklet and plan document dated January 1, 2018. The Village retains the right to change insurance carriers, third party administrators, or to self-insure and to make administrative changes as it deems appropriate, provided that the benefit

levels and covered services shall be no less than those “currently in effect” or as hereinafter modified. Employees may elect single, single plus spouse, single plus child/children, or family coverage in the Village’s basic health insurance plan and in the dental insurance program offered by the Village during the enrollment period(s) established by the Village. Employees may also elect single, single plus spouse, single plus child/children, or family coverage in an HMO selected and offered by the Village during the enrollment period(s) established by the Village, provided that the basic coverage and basic benefits are no less than those in effect the first day of the month following ratification of this Agreement.

Effective January 1, 2015, implement the following changes to the PPO plan and HMO plan:

Plan Feature	PPO	NON-PPO (i.e., out of network)	HMO
Deductible	\$325 individual \$975 family	\$1,000 individual \$3,000 family	N/A
Out of Pocket Max	\$1,250/\$3,750	\$3,000/\$9,000	N/A
Prescription Drug Co-Pays	\$10/\$35/\$50	75% of covered charge after following co-pays: \$10/\$35/\$50	\$10/\$35/\$50
Prescription Drug Co-Pays, Mail Order (90 days)	\$20/\$70/\$100	75% of covered charge after following co-pays: \$20/\$70/\$100	\$20/\$70/\$100
Prescription Drug Co-Pays, Injectables	\$100 \$200 (90-day mail order)	\$100 \$200 (90-day mail order)	\$100 \$200 (90-day mail order)
Emergency Room Co-Pay (Waived If Admitted)	\$150	\$150	\$150

Effective January 1, 2016, implement the following changes to the PPO plan and HMO plan:

Plan Feature	PPO	NON-PPO (i.e., out of network)	HMO
Deductible	\$400 individual \$1,200 family	\$1,500 individual \$4,500 family	N/A
Out of Pocket Max	\$1,500/\$4,500	\$6,000/\$12,000	N/A
Prescription Drug Co-Pays	\$10/\$40/\$60	75% of covered charge after following co-pays: \$10/\$40/\$60	\$10/\$40/\$60
Prescription Drug Co-Pays, Mail Order (90 days)	\$20/\$80/\$120	75% of covered charge after following co-pays: \$20/\$80/\$120	\$20/\$80/\$120
Prescription Drug Co-Pays, Injectables	\$100 \$200 (90-day mail order)	\$100 \$200 (90-day mail order)	\$100 \$200 (90-day mail order)

Except as provided in the current HMO plan in effect during calendar year 2018 or as provided above, there shall be no other deductibles or co-pays for the HMO.

Employees shall be responsible for payment of ten percent (10%) of the premium cost for the coverage selected, provided that the Village's unrepresented employees are paying at least the same percent of the premium cost for the coverage selected. Effective January 1, 2025, employees shall be responsible for payment of eleven percent (11%) of the premium cost selected, provided that the Village's unrepresented employees are paying the same percent of the premium cost for the coverage selected. Effective January 1, 2026, employees shall be responsible for payment of twelve percent (12%) of the premium cost selected, provided that the Village's unrepresented employees are paying the same percent

of the premium cost for the coverage selected. In addition, employees shall be responsible for payment of any applicable deductible cost or non-covered expenses. Said employee premium payments shall be deducted from the participating employee's paycheck. The Village shall be responsible for payment of ninety percent (90%) of the premium cost. Effective January 1, 2025, the Village shall be responsible for payment of eighty-nine (89%) of the premium cost. Effective January 1, 2026, the Village shall be responsible for payment of eighty-nine (88%) of the premium cost.

Coverage for employees age 65 and older and for their spouses age 65 and older (irrespective of the age of the employee) shall be no less than that in effect for active employees, unless Medicare benefits and service levels are adjusted in which case the Medicare supplemented benefits may be adjusted accordingly.

The Village may offer additional health insurance programs to employees. Employees, at their option, may select participation in any future alternative health care programs provided by the Village.

- (b) Employees who retire from the fire department because of age and service or disability and employees who have previously retired from the fire department because of age and service or disability shall, along with their dependents, remain eligible for coverage under the group health care benefit program described in 12.3(a), provided they maintain coverage under said program upon retirement. If such coverage is discontinued or terminated, the retiree and/or dependent(s) will not be eligible to resume coverage at some later date.

For an employee who retires from the fire department because of having attained the requisite years of service, but who has not yet attained the requisite age necessary to receive benefits pursuant to the *Illinois Firemen's Pension Fund*, such retiree shall not become eligible for the benefits of this section until said retiree has attained the aforesaid requisite age, after which such retiree shall become eligible for such benefits, provided that such retiree who has not yet attained the requisite age must remain in the Village's Group Health Care Program by paying the then current premium.

Surviving spouses of employees (or retirees) and surviving dependents of employees (or retirees) shall also be covered by such program, subject to the eligibility provisions set forth above.

- (i) For employees who retired from the fire department because of age and service or disability on or before July 1, 2007, and their dependents, the Village shall pay fifty percent (50%) of the cost of the premium.
- (ii) For employees hired on or before January 1, 2007, who retire from the fire department because of age and service or disability, and their dependents, the Village shall pay the cost of the premium as follows:

<u>Tier</u>	<u>Hiring Date</u>	<u>Village Percentage of Cost of Premium</u>
1	On or before January 31, 1993	50%
2	Between 2/1/1993 and 12/31/2001	45%
3	Between 1/1/2002 and 1/1/2007	40%

- (iii) Employees hired after January 1, 2007, and who retire from the fire department because of age and service or disability shall, along with their dependents, have the right to continue their coverage under the group

health care benefit program described above upon retirement. Such employees shall pay the then current premium for such continued coverage.

- (iv) Persons covered in this subparagraph (b) upon becoming Medicare eligible (currently age 65) shall remain eligible, at their option, to be covered by the Village's supplemental Medicare policy by paying the then current premium.
- (c) The Village will also make available to employees one (1) or more Preferred Provider Organization (PPO) Dental Programs for use by Employees. Employees shall be allowed to choose from among the available program(s). The cost for participation will be at the employee's expense; however, the Village will authorize a payroll deduction plan for this purpose.
- (d) An employee who is in unpaid status (e.g., on an approved unpaid leave of absence or who is on layoff with recall rights) shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for the coverage selected.
- (e) An Optical Care Program shall be made available to all employees as part of the Village sponsored Group Health Care Program.
- (f) A Prescription Drug rider shall be included in the group health care benefit program as provided for in subparagraphs (a) and (b) above.

12.4 IRC 125 Plan - The Village shall implement and maintain an Internal Revenue Code Section 125 Plan whereby employees will be able to pay for their share of the group health care benefit program, along with other features of such Plan, with pre-tax earnings.

12.5 Post-Employment Health Benefit Plan.

A PEHB Plan has been established. The Village shall make a \$400 annual contribution, payable in January of each year, into an account for each bargaining unit employee hired after January 1, 2007 to reimburse the employee for eligible post-employment health care costs.

ARTICLE XIII

HOURS OF WORK AND OVERTIME

13.1 Duty Shift - Employees shall be assigned regular duty shifts. A normal duty shift shall commence at 6:45 a.m. and end at 7:00 a.m. the following day. The normal duty schedule shall be one shift on duty followed by two (2) shifts off duty.

13.2 Work Week, Chief's Days, Hourly Rate, Shift Reduction

- (a) Work Week, Chief's Days -In order to reduce the work week, employees shall receive eight (8) duty shifts (Chief's days) off per calendar year with pay.
- (b) Shift Reduction - In recognition of the greater number of hours worked, each employee shall receive a shift reduction allowance which shall be included in annual base compensation and paid bi-weekly. The shift reduction allowance shall be determined by adding annual base pay, plus Paramedic Pay, longevity pay and specialty pay then dividing this sum by 2548 and multiplying the result by 36. (i.e., Base Pay + Paramedic Pay + Longevity Pay + Differential Pay + 2548 x 36). Note: Effective January 1, 1999, certification pay was added to annual base pay and effective January 1, 2002, the annual clothing allowance was added to annual base pay.
- (c) Hourly Rate - An employee's straight time hourly rate of pay under this Agreement shall be based upon the forty-nine (49) hour work week (i.e., 2548 hours per year), determined by dividing the employee's annual salary including paramedic pay, longevity pay, differential pay and shift reduction allowance pay [as determined in Section 13.2(b)] by 2548. Note: Effective January 1, 1999, certification pay was added to annual base pay.

13.3 House and Routine Duties - House duties, routine work duties, training, drilling, company in-service inspections and pre-plans of Village structures shall be performed only between 0700 to 1600 hours Monday through Saturday and 0700 to 0900 hours Sundays and recognized holidays. It is recognized, however, that occasionally it may be necessary to extend the Sunday schedule in order to drill at facilities in the Village which are normally closed on Sundays. On such occasion the Sunday schedule may be extended up to an additional three (3) hours, and if so, employees on the affected shift shall have their next shift's schedule of 0700 - 1600 hours reduced a commensurate amount; and it is further provided that employees shall not be required to drill on holidays.

It is also recognized that because of Insurance Service Office (ISO) standards, night drills may be required. Accordingly, up to two (2) night drills per year may be held for up to four (4) hours per night drill for each fire company. On the days that night drills are to take place, employees on the affected company shall have that day's routine work schedule of 0700-1600 hours reduced a commensurate amount; and it is further provided that there shall be no night drills on Sundays or holidays.

Employees shall be permitted a minimum of one (1) hour of physical exercise during the above stated time schedules, except on Sundays and recognized holidays when physical exercise shall be permitted after completion of the routine work schedule.

Shopping shall be permitted during the routine work schedule, except on Sundays and recognized holidays when it shall be done after completion of the routine work schedule.

It is further provided that except for emergencies, employees may retire for the day after completion of the house and the routine duties as set forth above, but not before 2000 hours without approval of the Company Officer.

13.4 Meal Periods - Meal times for shift employees will be as set forth below unless emergency calls preclude. In such circumstances meal times will be taken as near as possible as follows:

Morning break	-0900 to 0915 hours
Lunch break	-1200 to 1300 hours
Dinner break	-At preference of shift personnel but not prior to 1630 hours

It is also provided that the lunch period shall be for one uninterrupted hour. For example, upon returning from an emergency call which has interrupted the lunch period, employees shall be entitled to a full uninterrupted lunch hour.

13.5 Overtime Rate - Employees shall receive overtime pay at the rate of time and one-half their straight time hourly rate for all work performed beyond their normally scheduled hours consisting of fifteen (15) minutes or more. Such employees shall be paid at the overtime rate of one and one-half (1 1/2) times their hourly rate of pay rounded to the nearest one-half hour.

13.6 Recall - Any employee called back to duty for the purpose of maintaining minimum manning requirements or for any other reason shall receive a minimum of two hours pay at the overtime rate.

13.7 Overtime Distribution Overtime distribution shall be pursuant to the current Standard Operating Guideline, which guideline may be amended from time to time by agreement of the Labor/Management Committee.

13.8 Hold Over

- (a) In order to cover an unexpected manpower shortage, employees may be held over up to 4 hours beyond their normal shift, or longer if a substitute cannot be

obtained. The least senior employees shall be held over if a more senior employee does not volunteer.

- (b) The employee held over shall receive a minimum of two (2) hours of pay at the overtime rate and may obtain a substitute to work for him.
- (c) If a substitute cannot be obtained the employee may be required to be held over for up to the remainder of the Shift.

ARTICLE XIV

PAID LEAVES OF ABSENCE

14.1 Holiday

- (a) The following holidays shall be recognized:

New Year's Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July/Independence Day	Friday after Thanksgiving
Labor Day	Christmas Day

- (b) In order to meet Departmental manning requirements, all employees shall receive additional compensation for the above eight (8) holidays recognized by the Village. Employees shall be compensated at their straight time hourly rate whether or not they work on such holidays. Employees will be compensated based upon a fourteen (14) hour equivalent day. Effective January 1, 2024, the additional compensation referenced in Section 14.1(b) of the predecessor Agreement is no longer applicable. Instead, effective January 1, 2024, employees have had 4.39% added to their base annual salary levels. After this one-time upward salary adjustment has been made (as reflected in those charts in Section 15.1 of this Agreement), no further holiday pay will be provided to covered employees, except for what is otherwise reflected in Section 14.1 of this Agreement.
- (c) Floating Holidays - All employees shall also be eligible for two (2) floating holidays (2 shift days) off in each calendar year, except employees who qualify for another floating holiday pursuant to §7.14(b) are eligible for three (3) floating holidays (3 shift days) off in each calendar year.

Employees entitled to two (2) floating holidays, however, may select one (1) floating holiday (24 hours) in straight time hourly rate of pay instead of selecting both of these days off. Employees entitled to three (3) floating holidays may select either one or two floating holidays (24 hours each) in straight time hourly rate of pay instead of selecting them as days off.

If minimum manning requirements permit, each floating holiday requested off shall be granted and pre-scheduled upon a request made no more than two (2) duty days prior to the requested day off. In case of conflicting requests, the first request shall have priority. Any employee denied any request shall have the right to request another day. Every effort shall be made to grant these days off to employees during the year. However, if minimum manning requirements do not permit the scheduling or rescheduling of floating holidays, compensation shall be provided in December of each year to the employee for each unused floating holiday at the employee’s hourly rate of pay based upon a (24) hour equivalent day).

14.2 Vacation

(a) Employees shall be granted paid vacation for continuous service as follows:

<u>Years of Service</u>	<u>Vacation Time Accrued</u>
After 1st through 6th year	5 shift days
From the beginning of the 7th through 9th year	8 shift days
From the beginning of the 10th through 13th year	9 shift days
From the beginning of the 14th through the 16th year	10 shift days
From the beginning of the 17th through the 20th year	11 shift days
From the beginning of the	

21st through 23rd year	12 shift days
From the beginning of the 24th through 26th year	13 shift days
From the beginning of the 27th year through 29th year	14 shift days

Employees hired before July 1, 1985, shall receive one additional shift day of vacation from the beginning of the 30th year and for each 3 year period thereafter (for example: for the 3 year period beginning with the 30th year the employee shall receive 15 shift days and beginning with the 34th year, the employee shall receive 16 shift days).

- (b) Vacation Accrual - Vacations earned for the year will be posted to the employee's account and available for scheduling on January 1 of the next calendar year. Employees who have an anniversary date during the year which shall result in additional vacation leave shall have the additional leave posted and available to the employee on January 1 of the anniversary year.

- (c) Vacation Selection - The vacation schedule for employees shall be established sufficiently early so the Fire Chief can program the work of the department. Any day in a calendar year shall be available for selection, except previously scheduled EMT or EMT-P schools or training over five (5) hours. Vacation days shall be selected by each employee on a seniority basis per shift. Company officers shall make vacation selection so that no more than one (1) company officer per shift (exclusive of acting officers) has selected the same vacation day. An employee may select one (1) or all or any number of his vacation days at one pick provided that any selection of more than one (1) vacation day shall be for

consecutive shift days. Selection picks shall be on a rotating basis so that after each pick the employee may not make another pick until all other employees on his shift have made a pick.

- (d) Chief's Days Selection - After all employees have selected their vacation schedules, as provided in Section 14.2(c), the eight (8) Chief's days per employee per year shall be selected one day at a time by shift and seniority on a rotating basis in the same manner as vacation picks. Employees may select any available open date for purposes of scheduling a Chief's day. It is provided, however, that employees who terminate employment during a calendar year will receive Chief's days prorated on the basis of one Chief's day earned for each 6-week period, or any portion thereof, on the payroll, commencing January 1 of the calendar year in which the employee terminates employment.
- (e) Reselection of a Vacation or Chief's Days - If the selection of a vacation day or a Chief's day, as provided in 14.2(c) and (d), causes unreasonable staffing or overtime problems for the department, then the Chief may request the employees involved to agree that one change and reselect the day in question. If these employees are unable to so agree, the Chief may direct the last selecting employee involved to change and reselect the day in question. It is provided, however, that no employee may be directed later than thirty (30) days after the selection of a vacation or Chief's day to change such day.

14.3 Vacation Pay/Holiday Pay/Chief's Days on Separation

- (a) Vacation Pay/Holiday Pay/Chief's Days on Separation - Upon separation from employment, employees shall receive vacation pay at their latest hourly rate of

pay for all accumulated but unused vacation shift days, and shall also receive pay at their latest hourly rate of pay for all unused floating holidays.

Upon separation earned but unused Chief's days shall be used to extend the time the employee remains on the payroll.

- (b) Vacations Upon Return to Duty from Catastrophic Leave or Duty Injury, Illness, or Disability Leave - Employees who return to duty after a catastrophic leave or after a duty injury, illness, or disability leave shall receive paid vacation for all unused vacation shift days accumulated, including vacation shift days accumulated during such leave; provided, however, that such paid vacation will be selected and rescheduled only on "available" days as specified in Section 14.2(c). If such days are not available, they shall be carried over to the next calendar year and shall be selected first from the days available in January and February.
- (c) Vacation Days Prescheduled During Catastrophic Leave or Duty Injury, Illness or Disability Leave - At the employee's option, such option being exercised prior to the prescheduled vacation day, if a paid vacation day which was prescheduled occurs during any catastrophic leave or duty injury, illness or disability leave, any such prescheduled day may be taken during, and will not count against, the catastrophic, duty injury, illness or disability leave. Accordingly, if the employee uses this option, the leave period(s) will be extended a commensurate amount of time. It is understood, however, that catastrophic leave or duty injury, illness or disability leave for the individual employee will continue only so long as the

employee remains eligible under the guidelines established for the relevant leave program.

- (d) Chief's Days Prescheduled During Leave - Prescheduled Chief's Days occurring during any catastrophic leave or duty injury, illness or disability leave shall be taken on the prescheduled date. Such catastrophic leave, duty injury, illness or disability leave shall be extended by those Chief's Days taken during the leave period.

14.4 Sick and Injury Leave, Incentive Program, Catastrophic Leave

- (a) Sick Leave - On January 1 of each calendar year, each employee shall be credited with sick leave days in the amount of 6 shift days per calendar year. These days may be utilized without loss of pay by the employee for personal sickness. or injury; provided, however, that if a sick leave day is utilized on the employee's shift day immediately preceding or immediately following a vacation day or a Chief's day or is utilized on a national holiday, then at the Chief's discretion (the exercise of which shall be based upon the history of the employee's sick leave utilization) the employee must present a Doctor's written statement which includes the nature of the illness or injury and any treatment provided. Employees shall give timely notice of such absence at least one hour prior to the start of the shift. Failure to provide timely notice will constitute absence without leave and will result in loss of sick leave compensation.

When there is a justifiable reason to believe there may be an abuse of sick leave, the Chief may take reasonable steps to verify the legitimacy of sick leave usage, and also for justifiable reasons, to ascertain the fitness of employees to

perform their duties. Such verification may include requiring the employee at reasonable times to take a physical examination at the office of a doctor selected by the Village and paid for at Village expense.

- (b) Sick Leave Incentive Program - The Fire Chief shall maintain a record of each employee's unused sick leave shift days allotment each calendar year. For each unused sick leave shift day (24 hours per shift day) during the calendar year, employees shall receive a credit of 50% of such shift day until accrual of seventy-five (75) calendar days (8 hours per calendar day). Upon retirement (age and service, duty disability, occupational disability or ordinary disability),
- (i) employees shall be paid at their latest rate of pay for all such days accumulated (one day's pay = total biweekly pay ÷ 14); or
 - (ii) employees may cash in these days to permit an early retirement with full compensation based upon the number of early retirement accrual days recorded at the time the Employee becomes eligible for the appropriate retirement program, and in the event of an employee's death prior to retirement, the amount shall be paid to the employee's designated insurance beneficiary.
- (c) Catastrophic Leave - If an employee is struck with a catastrophic illness or injury (non-duty related) resulting in a long-term disability, it is the Village's desire to provide ongoing income protection to the employee and the employee's family. Such shall be provided as follows:
- (i) An employee who is struck with a disability which will extend beyond the remaining sick leave days accrued for that calendar year shall, upon

appropriate application as set forth in subparagraph (c)(ii) below, continue to receive full regular straight time compensation during the period of the disability up to a maximum of four (4) calendar months per calendar year per disability, and up to no more than four (4) months per disability. Furthermore, effective May 1, 1997, on a prospective basis only, no employee shall receive more than twelve (12) months of catastrophic leave during the employee's period of employment with the Village regardless of the number of non-duty illnesses or injuries except that such twelve (12) month maximum shall be extended to sixteen (16) months for all non-duty illnesses or injuries other than such injuries attributable to the employee's personal recreational, leisure or secondary employment activities. (Note: Periods of catastrophic leave and incidents of catastrophic leave prior to May 1, 1997 shall not count toward the twelve (12) month and sixteen (16) month caps).

For purposes of utilization of available sick leave days, the employee shall only be required to utilize the unused annual sick leave days, less three (3) or any lesser number, which the employee may elect to save, if available. (For example, if the employee has five (5) sick leave days at the time of disability, he shall only be required to use two (2) sick days prior to catastrophic leave; if four (4) sick leave days, he shall only be required to use one (1); if three (3) or less sick leave days, he shall not be required to use any). This election to save up to three (3) days is only permitted for the first catastrophic leave in a calendar year.

In the event the disability extends beyond any calendar year, the employee shall also be entitled to the sick leave days for each calendar year irrespective of whether catastrophic leave has been exhausted.

- (ii) The receipt of such catastrophic leave benefit is dependent upon the employee making written application accompanied by a Doctor's certification if an injury or illness has occurred and extends or will extend beyond the annual sick leave days accrued. The Village is entitled to take any and all reasonable steps to verify the legitimacy of the request for catastrophic leave, the continuation and/or extension thereof. Such verification may include requiring the employee at reasonable times to take a physical examination at the office of a Doctor selected by the Village and paid for at Village expense in order to determine the extent of physical disability, prognosis and possible date of return to work. Any unjustified failure or refusal to submit to such examination shall be cause to disallow catastrophic leave and may include further disciplinary action.
- (iii) The Village shall notify employees on catastrophic leave approximately thirty (30) days before the end of the leave and advise of the pending conclusion of the leave and all available options open to the employee, including the ability to utilize the employee's sick leave incentive accrual to extend catastrophic leave beyond the limits set forth in Section 14.4(c)(i). If an employee is qualified for catastrophic leave and is unable to obtain the necessary medical release to return to work at the conclusion of catastrophic leave, the employee may use the sick leave incentive

accrual under the terms and conditions as provided for in subparagraph (b) of this Section. Use of the sick leave incentive accrual will only be permitted while the employee remains eligible for catastrophic leave under the terms and conditions as stipulated in Section 14.4 of this Agreement.

- (iv) Prior to returning to work from a catastrophic leave, an employee must have a Doctor's written statement certifying that he is recovered and is capable of performing his required duties. The Village at its discretion may require the employee to submit to a verification examination as provided for in subparagraph (c)(ii) above to ascertain fitness prior to allowing the employee to return to work.
- (v) Any employee with a disability lasting beyond the catastrophic leave benefit period, as such may be extended, shall apply for the appropriate non-duty disability pension benefits. In the event the employee is not eligible for non-duty disability pension benefits, the employee shall apply for benefits under the disability income continuation insurance program provided by the Village, which income continuation insurance benefits shall be available to such employee by the Village at its expense with coverage and benefits no less than those in effect January 1, 1987.
- (vi) An employee who is unable to perform full duty responsibilities because of non-duty related injury, illness, or disability (except an employee on disability retirement) and who is on paid leave as provided in paragraph (c)(i) above, may, on a strictly voluntary basis, perform available light duty assignments in the Fire Department that may be offered by the Chief.

All such light duty assignments will be performed on the employee's assigned duty day and the hours for such assignments shall be between 8:30 a.m. and 5:00 p.m., Monday through Friday, with appropriate time provided for breaks, lunch and medical appointments. When duty days occur on Saturdays, Sundays or holidays, the Chief may reassign the employee to a non-duty weekday, light duty day. The assignment of light duty as provided in this section is contingent upon the following:

- (1) Proper medical authority, as approved by the department's physician, has issued necessary medical releases for the light duty assignments;
- (2) The employee or the Chief may terminate the assignment at any time;
- (3) The combination of light duty assignment and the paid leave provided in paragraph (c)(i) above shall not exceed the available catastrophic leave benefit per disability. The time on light duty will not extend the catastrophic leave benefit per disability but will not count against the employee's maximum catastrophic leave for the period of employment with the Village. During the period of light duty the employee shall receive full pay and benefits.
- (4) The employee's light duty assignment will be reviewed on a scheduled basis as determined by the Chief or his designee with review periods not to exceed thirty (30) calendar days.

14.5 Duty Injury, Illness, Disability (Workers' Compensation) Leave

- (a) Employees injured in the performance of their duties or suffering from a duty related illness or disability shall be compensated with Workers' Compensation benefits as provided by State Statute and funded by the Village. In addition to Workers' Compensation benefit payments, employees shall be paid the difference between those benefits and their normal straight time monthly pay for a period of one year following the date of the injury, illness or disability, provided such lasts that time, or for that portion of the year that such does last.

Payment to the employee shall normally be accomplished by maintaining the employee on the regular payroll with the understanding that the employee will sign over Workers' Compensation checks to the Village immediately upon receipt from the Village's Workers' Compensation insurance carrier. At the option of the employee, however, the Village shall reimburse the employee for the difference, if any, between the Workers' Compensation benefit payments and the employee's regular monthly pay, so that the employee maintains the same amount of take-home pay, and all deductions and taxes are provided for.

It is further provided, that an employee who becomes eligible for benefits under the disability income insurance policy provided at Village expense shall immediately apply for those insurance benefits which shall make up the difference, in whole or in part, between the payments

received under Workers' Compensation benefits and the regular monthly pay.

- (b) An employee who is unable to perform full duty responsibilities because of duty related injury, illness, or disability (except an employee on disability retirement) and who is on paid leave as provided in paragraph (a) above, may be required to perform available light duty assignments that may be offered by the Chief. All such light duty assignments will be made on the employee's assigned duty day and the hours to perform such assignments shall be between 8:30 a.m. and 5:00 p.m., Monday through Friday, with appropriate time provided for breaks, lunch and medical appointments. When duty days occur on Saturdays, Sundays or holidays, the Chief may reassign the employee to a non-duty weekday, light duty day. The assignment of light duty as provided in this section is contingent upon the following:

- (1) The Department's physician and the employee's physician, have issued medical releases for the light duty assignment. Any disagreement regarding the assignment of light duty between the Department's physician and the employee's physician, will be resolved by an independent medical physician mutually agreed upon between the Department's physician and the employee's physician, and if they cannot agree by having an arbitrator selected pursuant to the expedited arbitration rules administered by the American Arbitration Association. All costs for the independent

medical physician will be pre-approved and upon approval be assumed by the Village.

- (2) The Chief may terminate the assignment at any time;
 - (3) The combination of light duty assignment and the paid leave provided in paragraph (a) above shall not exceed the one year period of paid leave provided in paragraph (a) above, during which period the employee shall receive full pay and benefits.
 - (4) The employee's light duty assignment will be reviewed on a scheduled basis as determined by the Chief or his designee with review periods not to exceed thirty (30) calendar days.
- (c) At any reasonable time during the period of this leave, employees may be required to submit to a physical examination by a doctor selected and paid for by the Village in order to determine the extent of the disability, prognosis and possible date of return to work. In addition, employees shall fully cooperate with the Village's Workers' Compensation carrier in providing necessary information relating to the injury, illness or disability, in being available at reasonable times for physical examinations and in other necessary and appropriate procedures of the insurance carrier. Any unjustified failure or refusal to submit to such examinations or to reasonably cooperate with the Village and its Workers' Compensation carrier shall be cause for disciplinary action including the disallowance of additional injury leave compensation, cancellation of the leave and may include termination of employment.

14.6 Bereavement Leave - In the event of death of a member of an employee's immediate family the employee shall be granted one (1) shift day off without loss of pay (two (2) shift days in the event of the death of the employee's spouse or child). The immediate family is defined as the employee's spouse, children (including step) parents, brother, sister (including step and half), current father-in-law, current mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. One (1) additional shift day shall be granted if the funeral is held more than 500 miles from the Village Hall. An employee who attends the funeral shall be compensated for time lost at the straight time hourly rate. If the funeral occurs during a leave of absence, the leave will not be extended, and there will be no additional pay to the employee.

Time off to attend the funeral of a close relative not listed above, shall normally be granted by the Chief or his designee under §7.3(d), provided the employee attends the funeral.

14.7 Military Leave - Military leave will be subject to the following conditions:

- (a) Long-term enlistments and calls - Permanent full-time employees entering the active military service of the United States by draft, by enlistment, or by call to active duty through the reserve or national guard units shall be granted a leave of absence without pay to extend for ninety (90) days beyond the date of termination of active military service. At or prior to the expiration of the military leave of absence, the employee must inform the Village Administrator of his discharge under honorable conditions from military service. The employee shall thereupon be returned to his former position, providing he is capable of carrying out the duties of the position. Employees granted a military leave of absence may count such service as time spent on the job for computing length of Village service.

Reemployment rights are granted for a period not to exceed five (5) years unless the individual's military obligation is extended by law.

- (b) Short-term duty - Military leaves of absence of short duration not to exceed fifteen (15) calendar days will be granted at the written request of the employee. Such leaves shall not exceed the days indicated regardless of the number of training periods in the year. All leaves approved under (b) will be without pay, provided, however, that the employee may be allowed to take vacation leave while serving on military duty.

14.8 Association Business - Department shall cooperate with the Association officers and representatives to allow reasonable time during paid working hours to engage in Association business regarding collective bargaining and grievance handling provided that Departmental operations shall not be adversely affected.

14.9 Accrual of Benefits and Compensation While on Leave - During all periods of vacation, Workers' Compensation leave (duty injury, illness or disability), and catastrophic leave, and periods of paid leave of thirty (30) days or less, employees shall continue to accrue seniority and all employee benefits. During all periods of paid leave employees shall receive all scheduled salary and pay step increases.

14.10 Jury Duty - An employee shall be granted an excused leave from work without loss of pay when required to perform jury duty on those days the employee otherwise would have been scheduled to work. The employee shall provide written notice of jury duty to the Fire Chief as far in advance as reasonably possible. Any monies paid by the court to the employee for jury service may be retained by the employee for the purpose of reimbursement of expenses in connection with serving as a juror.

14.11 Witness Leave - Any employee required to attend attorney interviews, give depositions or testify with respect to a lawsuit in which the Village is a party or which arises out of the employee's employment by the Village shall be excused from work without loss of pay for the period of time the employee is required to be away from work. If such activity is required outside the employee's regularly scheduled work hours, the employee shall be compensated at the overtime rate with a minimum of two (2) hours pay. This provision shall not apply to any situation in which the employee testifies or otherwise takes a position adverse to the interests of the Village.

ARTICLE XV

WAGES AND COMPENSATION

15.1 Salary Schedules

- (a) Effective January 1, 2024, and retroactive to said date, salaries and hourly rates, which shall include paramedic pay, longevity pay, differential pay and shift reduction allowance pay, shall be paid to all employees on the payroll as of the date the contract is ratified by both parties, as well as for any employees who retired on or after January 1, 2024, pursuant to the salary schedules set forth in Appendix “B” attached hereto and made a part hereof. Salary schedules for January 1, 2024 shall reflect increased salaries across-the-board by 4% for Cost of Living Adjustment and Equity Adjustment plus 4.39% in accordance with modifications made to Section 14.1(b) of this Agreement.

Effective January 1, 2025, salary schedules shall reflect an additional increase in salaries across-the-board by 3.25% for a Cost of Living Adjustment.

Effective January 1, 2026, salary schedules shall reflect an additional increase in salaries across-the-board by 3.25% for a Cost of Living Adjustment.

- (b) Under certain extraordinary circumstances due primarily to prior service and experience, newly hired employees may be placed at a salary above Step I entry level of Appendix “B” (Step A of the Village salary schedule) and may be placed at one or more of the progression steps on the Village salary schedule; provided, however, that any such employee shall receive pay at or in excess of the amounts set forth in this Agreement in Appendix “B” based upon classification and length

of service, except no employee shall be assigned a salary in excess of that set forth in the last step of Appendix "B" of this Agreement.

15.2 Firefighter and Paramedic Training Pay

- (a) Employees shall be compensated for all job related training required by the Village, including but not limited to training to achieve and maintain firefighter, EMT and paramedic certifications, plus any fees and expenses. For training outside of normally scheduled duty hours, including class hours and other training, pay shall be at the overtime rate of pay plus fees and expenses. The Village shall also on the same basis pay for training necessary for any recertification.
- (b)
 - (i) For extended seminars, and certification training which is conducted on an all day basis and extends beyond three (3) consecutive calendar days, the Village may assign the employee to a forty (40) hour work week during the course of the certification or training seminar. For any daily training seminar the employees will be responsible for attending only the training session and will not be required to report to the firehouse or perform any other duties.
 - (ii) There will be no additional compensation above the regular salary for employees temporarily assigned to such eight (8) hour day or such forty (40) hour work week for purposes of attending training seminars. An employee assigned to work such forty (40) hour week shall not be required to work after 1600 hours on the calendar day preceding commencement of the forty (40) hour week or before 1600 hours on the calendar day

following the forty (40) hour week. Any work outside of such forty (40) hour week schedule or such daily training assignment shall be paid overtime at the rate of time and one-half the hourly rate of pay based upon a forty (40) hour week. Practices regarding travel pay shall be continued.

15.3 Longevity Pay - The Village shall pay longevity pay in accordance with the salary schedule set forth in Appendix “B” at the following rates:

YEARS OF SERVICE	ANNUAL AMOUNT
After ten (10) years	\$1,000
After fifteen (15) years	\$1,300
After twenty (20) years	\$1,800
After twenty-five (25) years	\$2,400

15.4 Work Out of Classification - For the entire period that an employee temporarily works in a higher rank, the employee shall be paid at his hourly rate of pay plus an additional ten percent (10%). No employee working at a lower rank shall suffer any reduction in compensation. The Village shall not assign employees to work out of classification to circumvent rehire procedures or to avoid promotions.

15.5 Paramedic Pay - Employees certified as paramedics shall be paid additional annual compensation as set forth in Appendix B.

15.6 Certification Pay - Effective January 1, 1999, this Section shall no longer be applicable since certification pay (effective such date) was included in base salary for all employees.

15.7 Differential Pay - Any employee in the special duty position of Director of Emergency Medical Services shall be paid an additional differential amount of \$2,500 on an

annual basis (\$2,600 effective January 1, 2018 and \$2,700 effective January 1, 2019), and any employee in the specialty position of Fire Inspector/Public Educator shall be paid at the level of Lieutenant or Lieutenant/Paramedic if the individual maintains the Paramedic certification.

15.8 Firefighter/Engineer Pay - The six most senior employees, who, as stipulated in Section 11.4 are not EMT -P certified, will receive Firefighter/Engineer Pay, equal to Firefighter/Paramedic pay, which amounts shall be included in base salaries. The six most senior Firefighters as stipulated in Section 11.4 who are eligible under Section 15.8 (a) and (b) will receive Firefighter/Engineer Pay, which pay will be based on the requirements of subsections (a) and (b) below. Individuals being compensated as Paramedics will not be eligible for Firefighter/Engineer Pay.

- (a) Eligibility Criteria for Firefighter/Engineer Pay:
 - (i) By seniority to the six most senior shift firefighters
 - (ii) Application by October 31 with approval in December and commencement on January 1st of the next year.
 - (iii) Illinois Certified Advanced Technician Firefighter, Illinois Certified Fire Apparatus Engineer, Illinois Certified Instructor I
- (b) Task Assignments: As determined by the Labor/Management Committee, to be performed in the employee's first year receiving Firefighter/Engineer Pay and in each year thereafter.

NOTE: This Section shall be submitted to interest arbitration with the understanding that the scope of the interest arbitration shall be limited to issues that are reasonably within the scope of the matters raised by the Village during negotiations concerning engineer performance and the rights of the Village/Fire Chief to take action with respect to same.

15.9 Preceptor Pay - EMT-P employees, who serve as Preceptors (on a voluntary basis), to EMT-P students to provide mentoring to them in order to develop in them necessary knowledge and skills, shall be compensated as Preceptors based on the amount of time spent with the student EMT-P. Preceptor pay shall be \$1,000 per EMT-P student, which will be proportionately paid to each participating Preceptor, based on documented time served, upon conclusion of the student's EMT-P course.

ARTICLE XVI

FIREFIGHTER TRANSFERRED TO FORTY (40) HOUR WORK WEEK

16.1 Forty (40) Hour Work Week Duty Assignments - From time to time, on a voluntary basis Employees may be assigned to work a regular forty (40) hour work week. Bargaining unit personnel who are assigned to work a regular forty (40) hour work week (except for employees who are temporarily taken off shift to attend specific training programs) shall have wages, benefits, and related working conditions converted from a shift basis to a forty (40) hour per week basis as stipulated below:

- (a) Wages - Annual salary shall be the employee's pay grade step on the current Salary Schedule as provided for in Appendix B of this Agreement, which shall be at the level of Lieutenant or Lieutenant/Paramedic if the individual maintains the Paramedic certification. If the employee is a certified Fire Prevention Officer he shall also be paid an additional \$600 except, effective January 1, 1999, this \$600 shall be added to the base salary. The hourly rate shall be calculated based upon a forty (40) hour work week at 2,080 per year.
- (b) Overtime/Compensatory Time - Participation in emergency calls during times other than during the regular work schedule shall be compensated at 1.5 times the employee's hourly rate of pay. For non-emergency overtime (beyond the employee's regular work schedule) the employee shall be compensated at 1.5 times the employee's hourly rate of pay or at the employee's option, the employee shall be allowed to accrue compensatory time and maintain a compensatory time bank, with 1.5 hours accrued for each hour worked with a maximum accrual of one hundred and twenty (120) hours. Compensatory time off may be scheduled at the request of the employee with the approval of the Chief.

- (c) Normal Work Schedules - The employee will work a regular forty (40) hour work week. The schedule may be flexible based upon the needs of the position with the majority of the hours spent during regular business hours (8:30 A.M. - 5 P.M.). Variations in the work schedule shall be preapproved by the Chief or designee.
- (d) Paid Leaves - Shall be provided for employees on a forty (40) hour work week at the following rates:
- (i) **Vacation Days** - Vacation days shall be accrued and used as specified in Section 9.06 of the Village's Personnel Manual for general Village employees who work a regular forty (40) hour work week.
 - (ii) **Paid Holidays** - The employee shall receive additional compensation at the employee's straight time hourly rate for the eight (8) paid holidays as set forth in the Collective Bargaining Agreement. Holiday compensation shall be based on an eight (8) hour work day.
 - (iii) **Floating Holidays** - Three eight (8) hour floating holidays shall be available each year. The floating holidays shall be scheduled or compensated for based upon the provisions of the Collective Bargaining Agreement, at the employee's hourly rate, provided however, that scheduling or compensation shall be based on an eight (8) hour floating holiday.
 - (iv) **Bereavement Leave** - Bereavement leave shall be per Regulation 9.17 of the Village's Personnel Manual [for forty (40) hour employees] provided, however, that the list of family members for the employee to qualify for the leave shall be as set forth in the Collective Bargaining Agreement.

- (v) **Sick Leave** - The employee shall continue to accrue six (6) sick days per year. Sick days taken will be based upon the eight (8) hour work day, and each work day off due to illness will be considered a sick day taken. The sick leave incentive program will be as set forth in the Collective Bargaining Agreement.
- (vi) **Other Paid Leaves** - Other paid leaves for related schooling may be granted with the Chief's approval. Other leaves will be as set forth in the Collective Bargaining Agreement.
- (vii) **Chief's Days (shift reduction)** - The employee will not be eligible for shift reduction days while assigned to the forty (40) hour work week.
- (viii) **Scheduling of Leaves** - All scheduling of leaves will be based upon a request of the employee with the approval of the Fire Chief or his designee.
- (e) Grievance Procedure - The Grievance Procedures will be per the Collective Bargaining Agreement.
- (f) Job Description - Per Village Job Classification Manual.
- (g) Dress Code - As prescribed by the Chief.
- (h) Shift Fill-in/Emergency Response - Emergency responses will be as needed. Employee shall be available for fill-in during any emergency operations. The employee may occasionally be used as fill-in during the employee's regular work schedule, however, the primary purpose of this position is to pursue the duties and responsibilities of the assigned position, and fill-in during the employee's regular work schedule will be as a last resort if other emergency response personnel are

not reasonably available. The employee may be utilized to replace a shift member who is a company officer or acting company officer on a scheduled training basis for a period not to exceed eight (8) hours per day, during normal duty hours, so that selected employees can be involved in training and/or familiarization which is mutually beneficial. Any such fill-in will be structured in such a way that the employee's assigned duties will not be adversely affected.

- (i) Paramedic Status Maintained per the conditions set forth by this Collective Bargaining Agreement. Maintaining certification as a paramedic shall be at the discretion of the employee, however, certification must be maintained in order to maintain the additional pay provided to employees who are paramedics.
- (j) Position Vacancy - In case of a vacancy in the inspector position and if the Village decides to fill the vacancy with a unit employee then the vacancy shall be posted for a period of twenty (20) days after which each candidate shall be evaluated and the candidate deemed to be more qualified by the Chief shall be assigned the position. The position shall be considered a duty assignment and the incumbent may be reassigned at any time at the discretion of the Chief.
- (k) Bargaining Unit Classification - If the inspector position is filled by a sworn employee, otherwise eligible for Association membership, then the position will be considered a bargaining unit position.
- (l) Department Rank - Forty (40) hour work week positions will be considered as duty assignments and will not affect the permanent rank held by the individual in that position. Seniority will be maintained.

- (m) Transportation - A department vehicle will be provided during duty hours for use by forty (40) hour per week employees if transportation is required.
- (n) Shift Reduction Allowance - Even though the employee is assigned a forty (40) hour work week, he shall continue to receive a shift reduction allowance as set forth in the Collective Bargaining Agreement. Payments at the designated times for the contractually specified number of hours will be made. For purposes of calculating the employee's straight time hourly rate for payment of the shift reduction allowance, the employee's annual salary will be divided by the same number of annual hours used to determine the twenty-four (24) hour shift employee's hourly rate.

ARTICLE XVII

SAVINGS CLAUSE

If any provision of this Agreement, or the application of any such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate collective bargaining.

ARTICLE XVIII

DURATION AND TERMINATION

18.1 Duration and Termination

This Agreement shall be effective January 1, 2024 and shall continue in full force and effect through December 31, 2026 and from year to year thereafter, unless either party notifies the other in writing at least thirty (30) days prior to January 1, 2027, or ninety (90) days prior to any subsequent January 1, that it desires to modify, amend or terminate this Agreement. In the event such written notice is given, the parties agree to commence negotiations as soon as practicable, but no later than thirty (30) days after such notice. The terms of the current Agreement shall continue to bind both parties during all negotiations and impasse resolution procedures.

18.2 Signature - IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or representatives on this ___ day of _____, 2024.

VILLAGE OF MORTON GROVE

By: Village President

By: Village Administrator

Attest by: Village Clerk

By: Fire Department Chief

By: _____
Village Labor Counsel

FIREMEN'S ASSOCIATION OF MORTON GROVE

By: President

By: Vice President

By: Treasurer

By: Secretary

By: IAFF Labor Counsel

APPENDIX "A"

AUTHORIZATION FOR CHECKOFF OF ASSOCIATION DUES, FEES AND ASSESSMENTS

I hereby apply for membership in the Firemen's Association of Morton Grove. I understand that by electing to join the Association I am covered by the Membership provision of the current labor Agreement between the Association and the Village of Morton Grove.

I hereby authorize the Village of Morton Grove to deduct from my pay each month the uniform dues, fees and assessments of the Firemen's Association of Morton Grove and remit said amounts to the Association.

I understand that this check off authorization cannot be canceled by me, unless I give written notice to both the Village and the Association thirty (30) days prior to the desired effective date of the termination. I understand that if my Association membership is terminated and this check off authorization is withdrawn, I will be subject to the "Fair Share" assessment provided for in the current Agreement between the Association and the Village.

Print Name

Signature

Date

APPENDIX “C”

DRUGS AND ALCOHOL

A. Policy Statement

The use of illegal drugs and the abuse of legal drugs and alcohol abuse by members of the Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol abuse.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, it is agreed to establish the following program that will allow the Village to take the necessary steps, including drug and/or alcohol testing, to implement the general policy regarding drugs and alcohol.

B. Definitions

1. “Drugs” shall mean alcohol or any controlled substance listed in Chapter 56-112 of the Illinois Revised Statutes, known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription, medications and illegal drugs. (Thus, the term “drugs” includes illegal drugs and abused prescription medications and alcohol.) In addition, it includes “designer drugs” which may have adverse effects on perception, judgment, memory or coordination.

A listing of some of the drugs covered by this policy is as follows:

Opium	Methaqualone	Psilocybin-Psilocyn
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

2. “Impairment” due to drugs shall mean a condition in which the employee is unable to perform his/her duties properly because of the effects of a drug in his/her body. Where impairment exists, incapacity for duty shall be presumed.
3. “Positive Test Results” shall mean a positive result on both an initial screening test and a confirming test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, or drug and drug metabolite concentrations at or above the concentrations specified in Title 49 of the Code of Federal Regulations.
4. The term “drug abuse” includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

C. Prohibitions

Employees shall be prohibited from:

1. Consuming or possessing alcohol or illegal drugs at any time during the work day on any of the Village’s premises or job sites, including all of the Village’s buildings, properties, vehicles and the employee’s personal vehicle while engaged in the business of the Village.

2. Using, selling, purchasing or delivering any illegal drug during the workday or when off duty.
3. Being impaired by reason of being under the influence of alcohol during the course of the workday.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violations of these prohibitions may result in disciplinary action up to and including discharge.

D. The Administration of Tests

1. Informing Employees Regarding Drug Policy

All employees will be fully informed, in writing, of the Village's drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Village will inform employees of how the tests are conducted, when the test will be conducted, what test will be conducted, what the test can determine, and consequences of testing positive for drug use. All newly hired employees will be provided with this information before commencing work. No employees may be tested until this information is provided to him.

2. When A Test May Be Compelled

The Village shall not conduct any across-the-board or random drug testing, except for applicants for employment and as otherwise provided in this Appendix.

Where there is reasonable individualized suspicion that an employee is under the influence of drugs or alcohol and is impaired while on duty. That employee may be required to report for drug testing. When a supervisor has a

reasonable suspicion that an employee is impaired, that supervisor shall confirm that suspicion if practicable. If reasonable suspicion exists, the Association shall be notified and the Village shall arrange for the drug test to be performed at Village expense.

Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and may subject the employee to discipline up to and including discharge.

E. Reasonable Suspicion Standard

Reasonable suspicion shall be deemed to exist if the facts and circumstances warrant rational inferences by a supervisor that a person is using and/or is physically or mentally impaired due to being under the influence of alcohol or controlled substances.

Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substances; or
2. Information provided by an identifiable third party which is independently corroborated.

It is understood that a drug or alcohol test may be required under the following conditions:

1. When an employee has been arrested or indicted for conduct involving illegal drug-related activity on or off duty;
2. When an employee is involved in an on-the-job injury under circumstances which also give rise to a reasonable suspicion of illegal drug use or alcohol abuse;

3. When an employee is involved in an on-duty accident involving a moving motor vehicle or an individual from outside of the Department, unless the accident is clearly not the fault of the employee (e.g., unavoidable or employee rear ended, etc.); or
4. When there is reasonable suspicion of drug abuse.

F. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which formed the basis of the order to test. The order shall be substantially in the form appended hereto. The employee shall be permitted to consult with a representative of the employee at the time the order is given, provided that such consultation does not result in unreasonable delay of the test. To avoid such delay, the Village shall permit an on duty officer or other designated representative of the Association to represent the employee at no loss of pay to such Association officer or designated representative. Further, a representative may be present at the time the test is given. Any questioning of the employee and testing shall be conducted consistent with the “*Firemen’s Disciplinary Act.*” A refusal to submit to such testing 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/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

G. Conduct of Test and Drug Testing Standards

In conducting the test authorized by this Agreement, the Village shall use only a laboratory or hospital facility that is licensed pursuant to the *Illinois Clinical Laboratory*

Act, Ill.Rev.Stat., ch. 111-1/2, ¶621 et seq. and certified by the National Institute on Drug Abuse (NIDA). A list of NIDA certified laboratories that may be used is appended hereto. The conduct of the test and the standards to be followed in the testing shall conform to those set forth in Title 49 of the Code of Federal Regulations, effective December 1, 1989.

The initial test shall be a ten (10) panel urine drug screen. The specimen shall be tested using the Enzyme Multiplied Immunoassay Technique (EMIT) screening method; positive initial results must be confirmed through the gas chromatography mass spectrometry (GC/MS) method of confirmation.

A sufficient sample shall be collected to allow for: (1) initial screening; (2) a confirmatory test; and (3) a sufficient amount to be set aside reserved for later testing if requested by the employee.

Testing must include the use of tamper proof containers and must observe proper chain of custody procedures.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing, from a list provided by the Village, and at the employee's expense. Once the portion of the tested sample is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample. In addition, an employee shall have the right at the time a sample is taken to request that a blood sample be taken and retained for testing should the initial test prove positive.

H. Voluntary Request for Assistance

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug-related problem unless the request follows the testing of an employee or unless the employee is found impaired on the job.

This 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 regular job duties or whose continuance on active status would constitute a direct threat to the property or safety of others.

The Village may, however, require reassignment of the employee with pay if he is then unfit for duty in his current assignment and if another assignment is available in which the employee is qualified and able to perform. The Village shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above. When undergoing treatment and evaluation, the employee shall be allowed to use sick leave and/or catastrophic leave and/or paid leave and/or be placed on unpaid leave by the Village Administrator pending treatment.

I. Duty Assignment

If the nature of the EAP or treatment program (e.g., outpatient treatment) allows the employee to continue to work during the treatment, the Village shall maintain the individual's previous employment status with the exception of possible reassignment as

set forth in Section H above. If an employee participates in an inpatient program which precludes continued employment, the employee shall use available leave and compensation benefits. Such leave, including sick leave, vacation time and/or unpaid leave, may not exceed one (1) year. At the end of the leave, the employee shall be returned to his former position with no loss of seniority or accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of this treatment leave.

J. Confidentiality of Test Results

The results of drug and alcohol tests, if positive, will first be discussed by the doctor with the employee tested, and afterwards will be disclosed to the Village Administrator, and such other officials as may be mutually agreed to by the parties. The employee may receive a copy of all test results submitted to the Village. If the employee consents in writing, test results will be disclosed to the employee's Association. Test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

K. Alcohol Test Standards

An employee shall be considered impaired with a .04 or higher concentration of blood alcohol constituting a positive test result. An employee shall be considered unimpaired with less than .04 concentration of blood alcohol constituting a negative test result. Percentage by weight of alcohol in the blood shall be based upon grams of alcohol per 100 milliliters of blood.

L. Discipline

All discipline in situations involving a positive drug/alcohol test shall be administered as specified below:

First Positive. In the first instance that an employee tests positive on the confirmatory tests for drugs or is found to be under the influence of alcohol the employee may be subject to a suspension not to exceed five (5) calendar days. The foregoing limit on suspension is conditioned upon the employee's agreeing to:

1. Undergo appropriate treatment as determined by the physician(s) involved;
2. Discontinue use of illegal drugs or abuse of alcohol;
3. Complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
4. Submit to random testing during working hours during the period of "after-care" treatment.

Employees who do not agree to the foregoing shall be subject to discipline, up to and including discharge. The Village may use the positive test as evidence of impairment. Such evidence shall not be deemed to be conclusive, nor shall it preclude the introduction of other evidence on the issue of impairment.

Second Positive. Employees who are impaired due to drugs or alcohol during their working hours on two occasions shall be discharged. An employee who tests positive for the presence of drugs or alcohol during his/her hours of work on two occasions but, nevertheless, is not impaired may be suspended for an additional thirty (30) calendar days but only if the employee agrees to continue treatment and to the other conditions of such suspension as specified above.

Third Positive. Employees who test positive a third time but who are not impaired shall be discharged.

EXHIBIT "B"

ORDER-TO SUBMIT TO DRUG AND ALCOHOL TESTING

Pursuant to its Substance Abuse/Testing Policy, the Village of Morton Grove has determined that you are to be tested for the presence of drugs or alcohol for the following reasons:

Date: _____ of this _____
Order _____

Date Test is to be administered: _____

You are permitted to consult with an Association representative provided that such consultation does not result in undue delay of the test

A refusal to submit to this test (may subject you to discipline).

Taking this test shall not be construed as a waiver of any objection or rights that you may have.

During the period of this testing, you will be removed from duty and placed on leave with pay pending the receipt of results.

You are permitted to have a blood sample taken and retained for testing should the initial test prove positive. Do you wish to have blood drawn for this purpose? Initial one of the following:
____ Yes ____ No

May the test results be disclosed to the Association. Initial one of the following:
____ Yes ____ No

Signature of Employee Signature of Village Officials

Association Signature

EXHIBIT “C”

LIST OF NIDA CERTIFIED FACILITIES

1. SMITH KLINE BIO SCIENCE LABS
506 East State Parkway
Schaumburg, Illinois 60173
1-800-669-6995

2. ROCHE LABS
306 Era Drive
Northbrook, Illinois 60062
1-800-356-5105

3. MET PATH
1355 Mittel Blvd.
Wood Dale, Illinois 60191
1-800-942-2342

APPENDIX "D"

EMPLOYEE CONFIDENTIALITY

- A. The Village and the Association strongly believe in respect for the rights, dignity and privacy of each employee. The following are agreed upon as the primary guidelines to protect the privacy of employees:
1. The Village will request, use and retain only personal information about employees that is required for business or legal reasons. Because of the sensitive nature of many of the positions within the Village service, particularly in the public safety departments; however, the Village will often require more information from its employees than would normally be required by a civilian employee.
 2. The Village pledges to protect and preserve the confidentiality of all personal information in its records and files as required by the Personnel Record Review Act, III. Rev. Stat. ch. 48, par. 2000 et seq.
 3. The Village will gather all employment information required for business or legal reasons directly from each employee, except for references and background investigations required for all job applicants, or recommendations from professional or institutional groups used to evaluate an employee's promotability.
 4. The Village will not use polygraph testing to gather personal information. The Village will adhere to the requirements of the equal employment opportunity laws regarding the collection of information from job applicants and employees.
 5. The Village will provide employees with access, as required by law, to information contained in their personnel files. Each employee may correct inaccurate information or express disagreement with information which the Village maintains is accurate.
 6. The Village will not release disciplinary reports, letters of reprimand or other disciplinary action to a third party except as required by law, with written notice to the employee or former employee mailed on or before the day the information is disclosed. Notice shall not be required if the employee has specifically waived written notice as part of a written, signed employment application with another employer, if disclosure of the information is ordered to be given to a party in a legal action or arbitration, or if the information is requested by a government agency as a result of a) an employee claim or complaint or b) criminal investigation.
 7. The Village requires each employee to follow its rules and regulations concerning the confidentiality of any personnel records information about other employees in the Village's possession. Violation of this principal may subject an employee to discipline, up to and including dismissal.

B. Official Personnel Files

The Village will maintain an official personnel file on each employee, containing only appropriate information such as, but not necessarily limited to, the following:

1. Information pertaining to employment application.
2. Copies of pertinent documents, such as military discharge papers.
3. Written performance evaluations.
4. Letters of commendation or other indications of excellent performance.
5. Notices of suspension or written disciplinary records. Medical records, salary, and benefit statements.

Information which is inappropriate and should not be kept in an employee's file includes:

1. Names and birth dates of employee family members, except as such information is provided for purposes of notification in case of emergency.
2. Records of employee associations, political activities, publications, communication or non-employment and professional, social or political memberships, unless the employee submits the information in writing or authorizes the Village to keep or gather the information. However, records may be kept of activities occurring on Village premises or during the employee's working hours which interfere with the duties of the employee or other employees, or to activities occurring at any time or place which may be reasonably expected to harm the Village's property, operations or business, or cause the Village financial liability.
3. Records identifying the employee as the subject of an investigation by the *Department of Children and Family Services* ("DCFS") if the DCFS investigation resulted in an unfounded report under the *Abused and Neglected Child Reporting Act*. An employee who receives written notification that a DCFS investigation has resulted in an unfounded report shall submit the notification to the Village and have any record of the investigation expunged from the personnel file.

C. Village Officials' Access to Employee Records

Employees' personnel records will be kept confidential, with the following exceptions on a need to know basis:

1. The Village Administrator, Director of Finance and the relevant Department Director.

2. A manager, supervisor, or other direct superior.
3. The Village attorney; other authorized legal counsel, and authorized agents of the Village.

D. Employee Access to Official Personnel Files

Any employee may choose to inspect his or her personnel file during normal working hours up to two (2) times in a calendar year at reasonable intervals. Upon request, the Village may at its discretion permit the inspection at a time other than working hours or at a place other than where the records are maintained. An Employee shall not have access to the following records:

1. Letters of reference for that employee.
2. Materials relating to the Village's personnel planning where the materials relate to or affect more than one employee.
3. Records involving a complaint, disciplinary investigation or formal grievance until the issue is settled.
4. Investigatory or security records on each employee to investigate criminal conduct or other activity which could reasonably be expected to harm the Village's property or operations unless and until the Village takes adverse personnel action on information in such records.
5. Information in the employee's own record which concerns another employee.

Any portion of a test document, except the cumulative test score for a section of or the entire test document.

E. Procedures for inspecting Personnel Records

1. An employee who wishes to see his/her official personnel records should notify the Department Director. The Village shall require the employee to submit such request in writing on a form attached as Exhibit A. A request will be granted within seven (7) working days unless the deadline cannot reasonably be met. The Village shall then have an additional seven (7) days to grant the inspection.
2. An employee has the right to inspect the files and may take notes or make single copies of each page in the file. The Village reserves the right to have another employee present during the inspection of the file to insure the integrity of the records.

3. An employee may obtain a copy of any information in the file.
4. No employee is allowed to remove anything from any personnel file. In such cases, the employee may be subject to dismissal from employment for removing Village property.

F. Removal or Correction of Information

If the employee disagrees with any information contained in the personnel record, the employee and the Village may mutually agree on a correction or removal of that information. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The Village shall attach the employee's statement to the disputed portion of the employee's personnel file, and the employee's statement shall be included whenever that portion of the personnel record is released to a third party. The inclusion of the employee's statement without further comment or action by the Village does not indicate that the Village agrees with the employee's statement.

G. Disclosure of Employee Information

1. All requests for information about job applicants and current, retired or terminated employees must be brought to the Village Administrator.
2. The Village Administrator may disclose personnel records information as authorized in Section A (6) of this policy.
3. No written approval from the employee or former employee is required for the Village Administrator to respond to:
 - a. Requests from prospective employers concerning dates of employment, title or position, job location and salary data.
 - b. Duly authorized requests from law enforcement officers including investigations, summonses, subpoenas and judicial orders. The Village Administrator will consult with the Village Attorney in these cases.
4. The Village Administrator shall notify employees of requests for information requested pursuant to paragraph G.

EXHIBIT "B"

VILLAGE OF MORTON GROVE

REQUEST TO INSPECT/COPY PERSONNEL FILE

Date of Request _____

I, _____, wish to:
(print name of employee)

_____ inspect
_____ copy
(check all that apply)

records in my personnel file.

Copies of records may be made at a duplicating cost of \$0. __ per page.

Signature of Employee

___ You were granted access to your records on: _____
(date)

___ Additional time will be required to grant this request. You may inspect/copy your
personnel file on: _____.
(date)

___ This inspection/copy request is denied because two prior requests during this calendar
year have already been granted to you.

Signature of Personnel Record Keeper

Date: _____

APPENDIX “E”

CHRONIC COMMUNICABLE DISEASES

The Village and the Association recognize the need and desire of employees with chronic communicable diseases to remain productive. Every effort will be made, therefore, to accommodate an employee suffering from a chronic communicable disease, or who is a carrier of a chronic communicable disease to retain his or her position whenever, through reasonable accommodation, there is no significant risk of transmission of the disease to others.

A. Temporary Exclusion from Duty Assignment

An employee who has a chronic communicable disease or is a carrier of a communicable disease, or an employee who is reasonably suspected of having a chronic communicable disease or being a carrier may be temporarily excluded from work or transferred to another position by the fire chief pending determination of the employee’s continued employee status and medical condition. During any period of temporary exclusion, the employee shall be entitled to utilize sick leave/catastrophic leave or workers’ compensation injury leave if appropriate and any other accrued benefits which may be available to facilitate salary continuation. . In the event it is determined that the employee could have been at work during the temporary exclusion from duties, no deduction from the employee’s accrued sick leave or other benefits will be made and the excluded time will be counted as time worked for payroll purposes.

B. Medical Examinations

An employee who has a chronic communicable disease, or is a carrier of a communicable disease or who is reasonably suspected of having a chronic communicable disease or being a carrier of a communicable disease will be initially required to undergo a thorough examination by competent medical authority and may thereafter from time to time be required to undergo examination by a physician licensed in Illinois to facilitate continued evaluation of the employee’s fitness to perform the duties required of the employee’s

classification. The Village shall pay the expenses of any required medical examinations ordered by the Village for purposes of evaluating the employee's condition.

C. Evaluation of Employees Ability to Remain at Work

An employee who has a chronic communicable disease, or is a carrier of a communicable disease will be evaluated to determine the employee's ability to remain at work and to perform the duties required of the employee's classification. Each case will be individually evaluated to insure that full consideration is given to all the circumstances which may affect each individual case. Consideration will be given to the affect of work on the condition of the afflicted employee, possible exposure and impact on other employees, and the potential impact on the general public whom the employee may contact while performing the normal duties assigned to members of the affiliated employee's classification. All evaluations will be done by a team comprised of at least the employee's supervisor, the fire chief, and may include other village officials as individual circumstances may warrant. The team will utilize physicians, professional consultants, or public health personnel, as may be deemed warranted in each individual case to insure a fair and equitable evaluation for all parties concerned. Every effort will be made to complete the initial evaluation in a timely and prompt manner. During the evaluation the team shall request a report from the employee's attending physician and the employee shall be afforded an opportunity to provide any information he or she feels is relevant to the evaluation process. The team's report and recommendations including any dissenting opinions shall be forwarded to the Village Administrator for decision. A copy of the administrator's decision will be provided to the Village President and Board of Trustees.

D. Subsequent Evaluations

If it is determined that the employee may remain at work, the employee shall be periodically reevaluated by the evaluation team to determine whether the employee's placement continues to be appropriate. The frequency of the reevaluation shall be determined by the Village Administrator following consultation with the evaluation team.

E. Employee rights if unfit for continued duty

Employees deemed unfit to fulfill the requirements of their classification shall be eligible for appropriate benefits provided by the Village including, but not limited to catastrophic leave; duty injury, illness, disability leave; disability income protection; and the appropriate pension benefits.

F. Confidentiality

The employee's medical condition shall be disclosed only to the extent necessary to minimize the health risk to the employee and others.

G. Disputes with respect to any determination or decision shall be subject to the grievance – arbitration provisions of the Collective Bargaining Agreement.

APPENDIX "F"

PROMOTIONAL EXAMINATIONS

Section 1: General

- a. The Board, by its rules, shall provide for promotion in the Fire and Police Departments on the basis of ascertained merit and seniority in service and examinations, and shall provide in all cases, where it is practicable, that vacancies shall be filled by promotion. All examinations for promotion shall be competitive among such members of the next lower rank as desire to submit themselves to examination. All promotions shall be made from the three (3) having the highest rating, and where there are less than three (3) names on the promotional eligibility register, as originally posted, or remaining thereon after appointments have been made therefrom, appointments to fill existing vacancies shall be made from those names or name remaining on the promotional register. The method of examination and the rules governing examinations for promotion are specified below. The Board shall strike off the names of candidates for promotional appointment after they have remained thereon for more than three (3) years, provided there is no vacancy existing which can be filled from the promotional register. Eligibility lists may be extended beyond the aforementioned three (3) year limitation in intervals of three (3) months for a total period not to exceed six (6) months.
- b. The Board has the power to delegate authority to other agencies, including private vendors, to assist with any component of the testing process.
- c. As part of the promotional examination process, an assessment center may be used to evaluate candidates for promotion.
- d. The minimum requirements needed for promotion in the Fire Department are that he be required to be certified as Firefighter III level prior to challenge.
- e. After being placed on the list of Fire Lieutenant and before being appointed, the individual must become a Certified Instructor I.

Section 1.2: Eligibility

Unless the requirement of this Section is waived by the Board, no person shall be eligible to take any examination for promotion unless he is in the active service of the Department to which promotion is sought, and unless he has served at least four (4) years (including probation) as of the date of the written examination. Furthermore, each candidate shall submit a letter of intent along with a resume prior to the examination.

Section 1.3: Promotional Eligibility List

Ranking on the Promotional Eligibility List will be based on the scores attained by the participant in various phases of testing as listed below. No person shall be placed on the eligibility list unless a minimum score of 70% is attained on the aggregate of all four phases

listed below. Corresponding percentages of impact are also indicated. No person with an aggregate score of less than 70% shall be eligible to serve in a capacity as an acting lieutenant.

a. **Phase I: Seniority and Merit**

<u>Test</u>	<u>Maximum Possible Points</u>	<u>Percentage of Overall Total</u>
Seniority	5	5%
Ascertained Merit	15	15%
Chief's Points	<u>15</u>	<u>15%</u>
TOTAL	35	35%

“Seniority” points shall be computed as of the date of the written examination. A maximum of five (5) points can be awarded based on the following schedule. Each point equals one (1%) percent with a possible five (5%) percent added to a participant’s score.

Years Completed (Include Probation)	Points
5 - 7 years	1
8 - 10 years	2
11 - 12 years	3
13 - 14 years	4
15 or more years	5

“Ascertained Merit” points are awarded on the basis of the participant’s education and training/certification in subjects and skills related to the fire service. The basis and criteria for granting Ascertained Merit points will be published at least (1) year prior to the date ascertained merit points are awarded.

“Chief’s Point’s” are awarded on the basis of the individual’s promotion potential and ability to meet the goals and objectives of the Department as determined by the Chief. In addition, the Chief and selected administrative staff will employ and apply selected evaluative performance instruments as determined by the Chief.

b. **Phase II: Police and Fire Commission Oral Interview**

<u>Test</u>	<u>Maximum Possible Points</u>	<u>Percentage of Overall Total</u>
Commission		

Oral Interview	20	20%
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c. **Phase III: Assessment Center**

<u>Test</u>	<u>Maximum Possible Points</u>	<u>Percentage of Overall Total</u>
Assessment Center (not to exceed 3 - exercises)	N/A	15%

d. **Phase IV: Written Exam**

<u>Test</u>	<u>Maximum Possible Points</u>	<u>Percentage of Overall Total</u>
Written Knowledge Test	100	30%

Military credit may be applied as prescribed by Statute.

e. **Criteria and Results - Informing Candidates.** The Chief shall provide each applicant, who so requests in writing, the number of points received for each aspect of the promotional examination, and the assessment center and final interview percentages the applicant receives to the extent available to the Chief.

Section 2: Injuries

Persons receiving injuries while on duty or in the discharge of duty shall not be disqualified from promotion. When such injuries are incurred the Chief of the Department shall notify the Commission in writing stating the nature of the injuries and under what circumstances received.

Section 3: Notice

On promotional examinations, notice may be waived in writing by all members of the Fire Department, for whom the promotional examination is to be given.

MEMORANDUM OF UNDERSTANDING

This will confirm the Agreement of the parties hereto regarding implementation of the following aspect of the Collective Bargaining Agreement.

It is understood that employees will not be paid at the overtime or hourly rate as defined in Section 13.2(c) for time worked in accordance with their normal duty shift schedule referred to in Section 13.1, though the time worked on their normal duty shift schedule may from time to time exceed the forty-nine (49) hour work week average. As set forth in Section 13.5, overtime pay at the rate of time and one-half the straight time hourly rate [as defined in Section 13.2(c)] shall be paid for work beyond employees normally scheduled hours. Additionally, the hourly rate [as defined in Section 13.2(c)] shall be paid for other compensatory time, for example, for holiday pay, floating holiday pay, vacation pay and holiday pay on separation, shift reduction allowance, etc.

AGREED TO THIS DATE: _____, 2012

VILLAGE OF MORTON GROVE

FIREMEN’S ASSOCIATION OF MORTON GROVE

By: _____

Ryan Horne
Village Administrator

By: _____

President

MEMORANDUM OF AGREEMENT

This will confirm the Agreement of the parties hereto regarding the specialty position of Director of Emergency Medical Services.

The Fire Chief, in his discretion, may make an appointment of a qualified bargaining unit member to the position Director of E.M.S., and such qualified employee may accept the position on a voluntary basis. The member so appointed who voluntarily accepts the position shall serve at the pleasure of the Fire Chief and that member may relinquish said position and the responsibilities thereof upon no less than fifteen (15) days written notification by him to the parties hereto. This will confirm that as of the date of this Memorandum of Agreement, Eric Miller, a bargaining unit member, has accepted appointment to the position of Director of E.M.S.

Any bargaining unit member who accepts appointment to the position of Director of E.M.S. shall continue to be a bargaining unit employee and during the time the member is filling the position of Director of E.M.S. he shall be paid an additional \$2,500 per year (\$2,600 effective January 1, 2018; \$2,700 effective January 1, 2019) more than the employee is entitled as set forth in the salary schedule for the employee’s position and such shall be added to his base pay.

If a bargaining unit employee is appointed to the position of Director of E.M.S., the duties of the Director of E.M.S. shall be combined with the duties of the bargaining unit member who is so appointed.

AGREED TO THIS DATE: _____, 2018

VILLAGE OF MORTON GROVE

FIREFIGHTERS ASSOCIATION OF MORTON GROVE

By:_____

By:_____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding regards contract Section 15.8 as such relates to a non-EMT-P employee applying for Firefighter/Engineer Pay. It is understood that at any given time the non-EMT-P employee meeting eligibility criteria of Section 15.8, shall be entitled to Firefighter/Engineer pay, though, because of operational necessity, as determined by the Chief, any such employee may or may not be subject to shift change. If such employee is requested to change shifts in mid-year, the shift change will be accomplished at no cost to the Village, and the employee may be required to re-select paid time off. If the employee will not change shifts in mid-year to obtain balanced assignment of individuals receiving Firefighter/Engineer Pay, such pay will not be provided for that employee until realignment can be obtained with no cost to the Village or as part of an end-of-year shift change.

Agreed

Agreed



Ryan J. Horne



Sean Brink

Village Administrator
Village of Morton Grove

President
Firefighters Association of Morton Grove

Date: January 12, 2015

Date: January 12, 2015

Legislative Summary

Resolution 24 - 65

AUTHORIZING THE PURCHASE OF ONE STRYKER MTS POWER-LOAD POWERED COT FASTENER SYSTEM

Introduced:	November 12, 2024
Purpose:	To authorize the Village Administrator and/or Fire Chief to execute a contract with Stryker Medical of Chicago, Illinois, for the purchase of a one new, Power-LOAD Powered Cot Fastener. The purchase of this equipment is necessary in order to continue to provide excellent and reliable services to the community while also increasing the safe handling and movement of patients.
Background:	<p>The Fire Department's apparatus fleet consists of three ambulances, two front-line and one reserve. Each ambulance is outfitted with a Stryker Power-LOAD Powered Cot Fastener and a Stryker Powered Cot. These two-unit work in concert with each other allowing for the safe loading and unloading of patients into and out of the ambulance(s). The purchase of this new Power-LOAD Powered Cot Fastener will be used to replace the current unit in Ambulance #5. The Power-LOAD Powered Cot Fastener system helps increase safety by supporting the cot throughout loading and unloading. Data indicates a high percentile in preventing injuries due to the reduction in spinal loading when placing the cot in the ambulance, preventing cumulative trauma injuries.</p> <p>These devices function in this role thousands of times every year. As with anything mechanical that involves moving parts, guide rails, and support mechanisms, parts deteriorate and wear out. This situation has occurred with Ambulance 5, and is starting to impact the others as well, despite the fact that maintenance is performed on the units annually and/or as needed. The department strongly believes that this is not a defect in the product but a condition where the length of time that something stays in good, properly functioning condition, is up.</p> <p>The Stryker Power-LOAD Powered Cot Fastener working in concert with the Stryker Powered Cot has served the department very well. Stryker is the sole source provider of this device and this purchase is essential in maintaining the safety and compatibility with our ambulances as well as our mutual aid partners who all utilize the same device. The quote for the Power-LOAD Powered Cot Fastener is \$31,305.99, including freight and shipping. The Village is working on reducing the quote through use of Sourcewell, a purchasing consortium.</p>
Departments	Fire Department.
Fiscal Impact:	No greater than \$31,305.99
Source of Funds:	American Rescue Plan Act of 2021 (ARPA) Funds. A grant for \$2,500 has been requested from the Intergovernmental Risk Management Agency (IRMA), the Village's risk management provider.
Workload Impact:	The management, installation, and testing of the device will be the responsibility of the Fire Department.
Administrator Recommendation:	Approval as presented
First Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Ralph Ensign, Fire Chief

RESOLUTION 24-65

AUTHORIZING THE PURCHASE OF ONE STRYKER MTS POWER-LOAD POWERED COT FASTENER SYSTEM

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax, purchase, and incur debt; and

WHEREAS, the Morton Grove Fire Department, like most other Fire Departments in this area utilize Striker Power-Load Cots on all three of its ambulances to transport patients to emergency care facilities, as well as the Stryker Power-LOAD Powered Fastener System for the purpose of assisting firefighter/paramedics safely loading and unloading the Stryker Power Load Cot into and out of an ambulance. The Stryker Power-LOAD Powered Fastener System has reduced the number of significant injuries to firefighter/paramedics caused by lifting patients into ambulances; and

WHEREAS, the Stryker Power-LOAD Power Fastener System currently installed in Ambulance #5 was purchased in 2016 and has served past its 7-year recommended useful mechanical life and has experienced increased mechanical failures involving worn tracks, locking components, and electrical issues that are all involved in safely connecting and holding the Stryker Power-LOAD Cot securely to the ambulance floor; and

WHEREAS, the Village desires to purchase and maintain a new Stryker Power-LOAD Powered Fastener System to replace the equipment currently installed in Ambulance # 5; and

WHEREAS, funding for this equipment is available through funds allocated to the Village through the American Rescue Plan Act (ARPA); and

WHEREAS, while other cot and fastener systems are available, Staff recommends the Village utilize the Stryker system to provide consistency with the Village's other cot and fastener systems; and

WHEREAS, Stryker Power-LOAD Powered Fastener System are only sold by Stryker Medical of Chicago, Illinois; and

WHEREAS, Village Staff has obtained a quote for a new Stryker Power-LOAD Powered Fastener System for \$31,305.99 including delivery; and

WHEREAS, the Village Administrator is currently checking with Sourcewell, to see if better pricing is available to participating government agencies.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Corporate Authorities accept the price from Stryker Medical of Chicago, Illinois in the amount of \$31,305.99 as set forth in Exhibit A.

SECTION 3: The Village Administrator is hereby authorized to execute a purchase agreement for a Stryker Power-LOAD Power Fastener System for a not to exceed price of \$31,305.99 from Stryker Medical of Chicago, Illinois or through Sourcewell if better pricing is available.

SECTION 4: The Village Administrator and the Fire Chief, or their designees, are authorized to take all steps necessary to finalize and implement this purchase.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval.

Passed this 12th day of November 2024

Trustee Khan _____
Trustee Minx _____
Trustee Shiba _____
Trustee Thill _____
Trustee Travis _____
Trustee Witko _____

Approved by me this 12th day of November 2024

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

Attested and Filed in my office this
13th day of November 2024.

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois



PowerLOAD Quote

Quote Number: 10996361

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: MORTON GROVE FIRE DEPT
Attn:

Rep: Andrea LaRocco
Email: andrea.larocco@stryker.com
Phone Number: (708) 203-7633

Quote Date: 09/30/2024

Expiration Date: 12/29/2024

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	MORTON GROVE FIRE DEPT	Name:	MORTON GROVE FIRE DEPT	Name:	VILLAGE OF MORTON GROVE
Account #:	20152839	Account #:	20152839	Account #:	20178499
Address:	6250 LINCOLN AVE ROD STEFFANS	Address:	6250 LINCOLN AVE ROD STEFFANS	Address:	6101 CAPULINA AVE
	MORTON GROVE		MORTON GROVE		MORTON GROVE
	Illinois 60053-2852		Illinois 60053-2852		Illinois 60053-2902

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	1	\$30,919.50	\$30,919.50
Equipment Total:					\$30,919.50

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$386.49
Grand Total:	\$31,305.99

Comments:

Prices: In effect for 30 days

Terms: Net 30 Days



PowerLOAD Quote

Quote Number: 10996361

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: MORTON GROVE FIRE DEPT
Attn:

Rep: Andrea LaRocco
Email: andrea.larocco@stryker.com
Phone Number: (708) 203-7633

Quote Date: 09/30/2024

Expiration Date: 12/29/2024

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.