

THE AGREEMENT

Between

ADAMS COUNTY, A BODY POLITIC

And

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

LOCAL LODGE 822, DISTRICT 9

Effective

December 1, 2016 – November 30, 2019

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PREAMBLE

This Agreement is entered into by Adams County, Illinois, a Body Politic, hereafter referred to as the “Employer”, and the International Association of Machinists and Aerospace workers Local Lodge No. 822, District 9, hereinafter referred to as the “Union”, after engaging in collective bargaining pursuant to the Illinois Public Labor Relations Act for the purposes of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I – RECOGNITION

Section 1 – Unit Description

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all regular full-time employees included by the State Labor Relations Board in Adams County bargaining unit who are eligible employees within the meaning of the Illinois Public Labor Relations Act.

The bargaining unit consists of all full-time employees of the Adams County employed only in the following classifications:

Emergency Medical Technician-Paramedic (EMT-P)

Emergency Medical Technician – Basic (EMT-B)

For purposes of interpreting this contract, when appropriate, the following classifications shall apply:

Classification A – Employees hired in a Paramedic position

Classification B – Employees hired in an EMT position

Section 2 – Supervisors

The EMS Supervisors may perform bargaining work if no other qualified employees are available or in cases of emergency, training or evaluation.

Section 3 – Non-Members

Bargaining unit work may be performed by licensed persons who are not members of the bargaining unit when members of the bargaining unit are unavailable for regular shifts pursuant to the terms of Article X, Sections 5 and 6.

ARTICLE II – MANAGEMENT RIGHTS

Section 1 – Employer Rights

Subject to the provisions of this Agreement, the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its workforce, including but not limited to, the right to

hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause to relieve employees from duty because of lack of work or for other legitimate reasons; to make and enforce reasonable rules of conduct and regulation; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per workweek, if any; to establish and change work schedules and assignments; the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the department and to take such actions in an emergency as are appropriate is vested exclusively in the Employer provided the exercise of such rights by Management does not conflict with the provisions of this Agreement.

Section 2 – Adams County

Nothing herein shall infringe of the statutory prerogative of the Adams County to set policy in accordance with the County Public Health Departments Act per Oh.111-1/2 of the Illinois Revised Statutes, the Illinois Department of Public Health – EMS Act or other applicable local, state, or federal laws, rules or regulations.

Section 3 – E.M.S. Medical Director

All actions of the E.M.S. Medical Director related to treatment protocol, training, and other actions within his lawful authority shall be implemented. The Employer shall implement all such actions and recommendations and the employees shall comply therewith. Whenever an employee is placed on suspension from the EMS system, they shall be suspended without pay, until they are in compliance with the EMS system. Any suspension exceeding thirty (30) calendar days shall be cause for termination of employment.

Section 4 - Secondary Employment

Any employee covered by this Agreement who desire to perform work as an employee of any other entity shall seek prior approval for such employment from the EMS Chief. The EMS Chief must have a reasonable basis for denying any secondary employment. Full-time employees working secondary employment prior to December 1, 2016 shall not be required to obtain prior approval for the secondary employment they were working prior to December 1, 2016 but must however notify the Ems Chief of all secondary employment. Any employee working for any other entity shall hold the Employer harmless against any claims, demands, suits or other forms of liability involving his or her work for any other entity.

In the event an employee is employed by any other entity, said employment shall not:

- a) affect the performance of his/her duties;
- b) interfere with any operations of the Employer;
- c) affect an employee's availability; and/or
- d) constitute, nor appear to constitute, a conflict of interest with employment for Adams County.

Should the EMS Chief determine that an employee's outside employment does not conform to the requirements set forth in this Section; the EMS Chief may order the employee to terminate the outside employment, subject to reasonable notice, with an explanation as to the order.

ARTICLE III – UNION SECURITY

Section 1 – Stewards

The Employer recognizes the right of the Union to designate one (1) employee as Chief Steward, and one (1) employee as Assistant Steward to assume the duties of Chief Steward when the Chief Steward is not available.

The Stewards shall be identified, in writing, by the Union to the Employer.

Section 2 – Investigation

The Employer will agree to such arrangements as may be necessary for the steward, during working hours, to process grievances, attend grievance meetings and arbitration hearings with no loss of wages. Investigation of grievances may occur during any of his working hours provided investigation does not interfere with his EMS duties. The steward will not be paid for any other time spent investigating.

Section 3 – Access to Premises

The authorized business agent or authorized representative of IAM Lodge 822, District No. 9, shall have reasonable access to the permanent facilities of the Adams County Ambulance System after first notifying the EMS Chief of the purpose of the visit.

Section 4 – Seniority of Steward

The Chief Steward, for the purpose of layoff, shall head the Seniority list and shall not be displaced by other employees or discontinued as long as work is available, and he is qualified to perform the work.

ARTICLE IV – DUES DEDUCTION

Section 1 – Dues Authorization

a) Upon receipt of a written assignment and authorization signed by the employee on a form furnished to the Employer by the Union, the Employer will deduct from the employee's pay the initiation, reinstatement fee, MNPL donation and monthly dues payable by him to the Union during the period set forth in the authorization form;

b) Employees who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the cost of the collective bargaining process in accordance with the applicable Labor Relations Act.

Section 2 – Dues Deductions

Deductions shall be made on account of such fees, and/or dues in nearly as practicable, equal installments from bi-weekly payroll checks. The deduction shall be remitted to the Secretary Treasurer of District No. 9 of the Union no later than fifteen (15) days following the

deduction. Employer shall furnish the Secretary Treasurer monthly with a written record of those for whom deductions have been made and the amounts of the deduction. The Union shall advise the employer of any change in dues in writing at least fifteen (15) days prior to its effective date.

ARTICLE V – NON-DISCRIMINATION

Section 1 – Prohibition Against Discrimination

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap, sexual persuasion or other non-merit factors.

Section 2 – Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union; and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Section 3 – Availability of Membership

The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

Section 4 – Alleged Violations

The parties agree that this Article cannot be the sole basis of a grievance if the employee (or the union on the employee's behalf) has filed a claim, charge or complaint related to the same or similar facts which is pending before an authorized administrative agency or court for resolution.

ARTICLE VI – NO STRIKE/NO LOCKOUT

The Union will not authorize, aid, assist, support or condone any form of strike, slowdown, or stoppage of work during the term of this Agreement.

In the event any violation of the previous paragraph occurs which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of the International Union or Local Union or any of their officers or agents, provided that, in the event such unauthorized action, the Union meets the following conditions: Upon request by the Employer, the Union shall immediately notify the Employer in writing that such action is unauthorized; the Union shall immediately direct its members in writing to return to work. The Employer has the right to discipline or discharge employees engaged in, participating in, or encouraging such action.

The County agrees that there will be no lockout during the duration of this Agreement.

ARTICLE VII – PERSONNEL FILES

Section 1 – Inspection

Upon written request, an employee may be able to inspect his personnel file a reasonable number of times, which is at least twice per calendar year. Such inspection shall occur within seven (7) days following receipt of the employee's written request. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain a copy of any information contained in the file for a reasonable fee.

Section 2 – Union Access

An employee may authorize a Union representative to inspect his personnel file, subject to the procedures set forth in Section 1 above.

Section 3 – Employee Rights

If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement which will be included in the file.

ARTICLE VIII – DISCIPLINE AND DISCHARGE

Section 1 – Definition

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

- a) oral warning;
- b) written warning;
- c) suspension without pay;
- d) discharge.

Section 2 – Limitation

The Employer's agreement to use progressive disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense.

The Employer shall notify both the employee and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 3 – Use of Prior Warnings

Any received documentation of discipline shall be removed from an employee's personnel file in accordance with the following schedule:

- a) Oral or Written Reprimand – after one (1) year without the same or similar misconduct.
- b) Suspensions – after three (3) years without the same or similar misconduct.

Such removal shall be at the request of the employee but, in any case, shall not be used against the employee.

Section 4 – Pre-Disciplinary Meeting

When the Employer notifies an employee of disciplinary action other than oral and written reprimands, the Employer shall have the employee sign an acknowledgement of his/her right to have a Union Steward attend the meeting. If an employee elects to have a Union Steward attend the meeting, he/she shall notify the Shop Steward of the meeting. The Employer at the meeting shall inform the employee of the reasons for such disciplinary action, including witnesses and copies of pertinent documents. The Union and/or employee will be given the opportunity to rebut such disciplinary action within twenty-four (24) hours of said meeting. Failure by the Union or Employer to rebut does not preclude either party the use of the grievance procedure should disciplinary action be instituted.

Section 5 – Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview are reasonably expected to result in discipline, the Employer agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative.

Section 6 – Mandatory Discharge or Layoff

Any employee whose driver's license or professional EMS license is permanently revoked shall be suspended without pay pending an appeal provision for revocation. If such revocation becomes final, the employee shall be discharged. Any employee whose driver's license or professional EMS license is suspended for more than thirty (30) days shall be cause for termination.

ARTICLE IX – GRIEVANCE PROCEDURE

Section 1 – Grievance Procedure

A grievance is a difference of opinion between the Employer and the Union or between the Employer and an employee concerning the interpretation, application, or claimed violation of any of the provisions of this Agreement. A grievance must be filed within five (5) days after the employee or the Union knew or should have known of the occurrence of the alleged cause for the grievance. Any grievance which may arise shall be settled in the following manner:

Step 1 – Supervisor

The aggrieved employee shall present any grievance verbally to his supervisor, and if he desires, he may be accompanied by the Union Steward. The Supervisor shall answer the grievance within two (2) days after having received the grievance.

Step 2 – EMS Chief

If not settled at Step 1, or if the Supervisor does not answer within the Step 1 time limits, the grievance may be reduced to writing on forms furnished by the Union, signed by the aggrieved employee and the Union Steward, and shall be presented to the EMS Chief within three (3) days from the supervisor's response. The EMS Chief shall give his written reply within five (5) days.

Step 3 – Ambulance Board

If not settled at Step 2, or if the EMS Chief does not answer within the Step 2 time limits, the Ambulance Board shall be so notified within five (5) days, and a meeting shall be scheduled between the representatives of the Local or International Union, the steward, the aggrieved employee, if requested, and the Ambulance Board within fifteen (15) days. The Ambulance Board shall give a written reply within ten (10) days to the parties present at the meeting.

Step 4 – County Board Finance Committee

If not settled at Step 3, or if the Ambulance Board does not answer within the Step 3 time limits, the Finance Committee of the Adams County Board shall be so notified within five (5) calendar days, and a meeting shall be scheduled between the representatives of the Local or International Union, the Union Steward, the aggrieved employee, if requested, and the Finance Committee within fifteen (15) calendar days. The Finance Committee shall give a written reply within ten (10) calendar days to the parties present at the meeting.

Section 2 – Arbitration

Should a satisfactory settlement not be effected by the Parties, the grievance may be submitted to arbitration upon written notice to the other party within fifteen (15) days. The parties shall jointly request from the Federal Mediation and Conciliation Services a list of seven (7) names of available arbitrators from the sub-regional panel. The parties shall alternately strike names until only one (1) remains and the remaining name shall be the Arbitrator to be appointed. The order of striking shall be determined by the winner of a coin toss.

The Arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement. The Arbitrator may consider and decide only the particular issues presented to him by the Employer and the Union, and his decision must be based solely upon an interpretation of the provisions of the Agreement. The Arbitrator shall render a decision not later than sixty (60) calendar days from the day the arbitration hearing was held or sixty (60) calendar days from the receipt of the transcript if such is filed. The transcript shall be made available not later than seven (7) calendar days from the date of hearing. The Arbitrator's decision shall be final and binding on the parties. The expenses and costs of arbitration shall be paid equally by the Employer and the Union.

Section 3 – Time Limitations

Unless otherwise noted, all time limits set forth in each of the steps shall be exclusive of Saturdays, Sundays and Holidays, or any day observed as a holiday. Both parties may agree mutually to extend the time limits allotted to any step in the grievance or arbitration procedure. Such agreement must be in writing.

Section 4 – Expired Time Limit

Should an answer not be given by the Employer within the specified time limits as spelled out in Steps 2 and 3, the grievance will be considered to be advanced to the next step. This Section shall not apply to advancement to arbitration pursuant to Section 2.

Should the employee or the Union fail to advance the grievance from Step 1 to Step 2 or from Step 4 to arbitration within the specified time limits as spelled out, the grievance will be considered to be settled.

Section 5 – Discharge Cases

Discharged employees must file a written grievance within five (5) calendar days of discharge, of which will be taken up in the Step 3 of the grievance procedure; otherwise, any grievance pertaining to said discharge will be deemed to have been waived.

ARTICLE X – HOURS OF WORK AND OVERTIME

Section 1 – Work Period Defined

Employees shall be regularly scheduled to work twenty-four (24) hour shifts. The workweek shall begin Monday at 7:30 a.m. and end as of Monday at 7:30 a.m. (7 calendar days). The standard workweek will consist of two (2) twenty-four (24) hour work shifts. If either party desires to change the work schedule, the parties agree to bargain in good faith the change and the impact thereof with each party having the right of rejection.

Section 2 – Hours of Work

This article shall not be construed as any guarantee of hours of work in a given work period.

Section 3 – Overtime Defined

For the purpose of this contract only, overtime is defined as all work in excess of forty (40) hours in the seven (7) day calendar week.

Section 4 – Overtime Payment

For overtime work of up to fifteen (15) minutes overtime, an employee will receive no pay. However, if an employee works over fifteen (15) minutes, he will be paid for the full-half-hour. Overtime shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular rate. Nothing herein shall be construed to require or permit the pyramiding of overtime of premium rates, if any.

Section 5 – Hire Back

Hire Back shall first be offered to employees described in Article I, Section 1 License Classification. If no personnel within the License Classification are available from Article I, Section 1, the employees described in Article I, Section 3 shall be offered the shift by License Classification with the most seniority and then to the next senior employee until the required employees have been selected for the work to be done. Hire Back opportunities that are more than 24 hours from the start of the assignment will be posted and employees notified in a manner prescribed by management. Employees will have 12 hours in which to respond if they want to sign-up for the work. Shift assignments will be made no later than 10:00 a.m. the next business day or as soon thereafter as is practical. In cases where there are less than 24 hours to the start of the assignment, employees must respond to notifications within fifteen (15) minutes. Once an assignment is accepted by an employee, that employee is responsible for that work. Any

employee who does not accept such work shall be passed over. Once an employee has refused an opportunity to work, they may not change their answer regarding that particular opportunity. In the event that additional help is needed, the work shall be offered to employees in the other classification, if capable. The work to be done shall be paid at the employee's regular rate of pay.

Section 6 – Hire Back Limitations

Employees are permitted to work up to an extra twenty (24) hours per week in addition to their normally scheduled hours; in no case shall any employee be allowed to work more than forty-eight (48) hours in a seventy-two (72) hour period without approval of the EMS Chief, Deputy Chief, or Captain. No one may bump an employee out of a shift within twenty-four (24) hours of the start of the shift.

Notwithstanding the aforementioned twenty-four (24) hour cap, employees could accept additional hours if a shift rolls back around to them after all personnel described in Article I, Section 1 and Article I, Section 3 have been contacted.

Section 7 – Call Back Minimum Pay

Employees who are called back or mandated to work by the Employer shall be guaranteed at least two (2) hours of work at time and one-half (1 ½) their regular rate. Should the call-back exceed the two (2) hours, the same rate shall apply for each additional hour.

ARTICLE XI – SENIORITY/LAYOFF/RECALL

Section 1 – Probation

All employees shall serve a six (6) month probationary period from date of hire. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon completion of the six (6) or extended continuous months probationary period, the employee shall be granted seniority rights from the employee's most recent date of hire. Earned time (holiday, vacation, personal, sick) shall be available at the end of a ninety (90) day evaluation period.

Section 2 – Extension

The probationary period may be extended an additional six (6) months for just cause.

Section 3 – Definition of Seniority

Seniority is defined as the employee's length of continuous service with the Employer since the employee's last date of hire, except as provided in Article III, Section 4.

Section 4 – Loss of Seniority

Seniority and the employment relationship shall be broken and terminated if an employee:

- a) quits or retires;
- b) is discharged;
- c) is absent from work five (5) consecutive calendar days, starting on, the first working day missed, without notification to and approval by the EMS Chief

Deputy Chief, or Captain, unless unable to notify because of physical injury or other reasonable excuse;

- d) is laid off for more than three (3) years;
- e) is given a notice of recall by sending a registered or certified letter to the employee's last known address and the employee fails, within three (3) calendar days after receipt of notice, to inform the Employer that he will accept the recall;
- f) fails to return to work within (5) working days from the receipt of notice of recall;
- g) fails to report for work at the termination of a leave of absence;
- h) is on a leave of absence for personal or health reasons and accepts other employment without permission.

Section 5 – Seniority List

The Employer shall supply to the Union an updated seniority list for bargaining unit employees whenever the list changes.

Section 6 – Promotions and Layoffs

For all promotions from the “B” list to the “A” list, and layoffs within the bargaining unit where qualifications, fitness and ability are equal, seniority shall prevail. For promotions to new, part-time or full-time bargaining unit positions created for the purpose of coordination and limited supervision, qualifications, fitness, ability and merit shall prevail.

Section 7 – Transfer out of Bargaining Unit

Employees who transfer from the Bargaining Unit to accept a position of EMS Supervisor shall freeze their Bargaining Unit seniority at the time of transfer. If such employee returns to the Bargaining Unit, he shall return in line with his frozen Bargaining Unit seniority and progress forward.

ARTICLE XII – HOLIDAYS, HOLIDAY PAY, AND PERSONAL HOURS

Section 1 – Designated Holidays

The following twelve (12) days shall be observed as paid holidays: New Year's Day, Martin Luther King's birthday, Lincoln's birthday, Washington's birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day.

Section 2 – Holiday Compensation

- a) Each employee shall be compensated for each holiday by receiving eight (8) hours holiday time. Holiday time may be used to extend vacation or may be taken off pursuant to Department Policy, subject to the scheduling needs of the Ambulance Board. Holiday time may not be carried over to the following calendar year. Additionally, all employees working between the following times will receive double pay:

Beginning	Ending
07:30 on July 4th	07:30 on July 5th
07:30 on Thanksgiving	07:30 on the Day after Thanksgiving
19:30 on December 24th	07:30 on December 26th
19:30 on December 31st	19:30 on January 1st

In order to qualify for holiday pay, all employees shall work their last regularly scheduled workday before the holiday and their first regularly scheduled workday after the holiday.

- b) Employees may request the use of holiday time up to the start of their shift. This request shall not be denied if the employee has found a replacement and the replacement will not exceed the limitations in Article X, Section 6.
- c) On May 1 and November 1, of each year, at the option of the employee, they do one (1) of the following:
 - i. Sell back to the Employer up to ninety-six (96) hours of holiday time;
 - ii. At the option of the employee, they may waive the cash value of the ninety-six (96) hours of holiday time and have up to the full untaxed amount deducted from their family health insurance premiums, so long as the law allows health insurance premiums to be paid pre-tax; or
 - iii. At the option of the employee, in the event they do not qualify for the wellness exemption and are required to pay a portion of the individual health insurance costs, they may convert holiday time due to cover the cost on a non-tax basis, so long as the law allows health insurance premiums to be paid pre-tax.

Section 3 – Personal Hours

Each employee in the bargaining unit shall receive twenty-four (24) personal hours. Personal hours may not be carried from year to year. Employees may request the use of personal hours up to the start of their shift. This request shall not be denied if the employee has found a replacement and the replacement will not exceed the limitations in Article X, Section 6.

ARTICLE XIII – VACATIONS

Section 1 – Vacation Schedule

Members of the bargaining unit shall enjoy the following paid vacation schedule:

<u>Years of Service</u>	<u>Vacation (Work Hours)</u>
1 through 6 years	96
7 through 9	124
10 through 12 years	152
13 years plus	176

The amount of vacation earned per year shall be prorated based upon calendar year. One work day is twenty-four (24) consecutive hours.

Section 2 – Vacation Scheduling

When scheduling vacation, approval of said time shall be determined based upon availability of appropriate personnel, verified date and time of request, and seniority. Should there be a conflict of requests; preference will be given to those employees with the earliest verified date and time of request. Requests must be made pursuant to Department Policy.

In the event that an employee has unused vacation days at the end of the calendar year, he may carry over one-half (1/2) of one-years' worth of vacation days but must use the carry-over days within the first six (6) months of the following calendar year or lose the carried-over vacation time.

Employees may request the use of vacation time up to the start of their shift. This request shall not be denied if the employee has found a replacement and the replacement will not exceed the limitations in Article X, Section 6.

Section 3 – Pro-Rated Vacation

An employee whose employment is terminated shall be entitled to pro-rated vacation. Pro-rated vacation shall be based on one-twelfth (1/12) of vacation accrued but not taken or paid for each month since his last anniversary date.

ARTICLE XIV – SICK LEAVE

Section 1 – Definition

Sick leave is defined as personal illness or physical incapacity resulting from causes beyond the employee's control, or forced quarantine of the employee in accordance with community health regulations. Sick leave may not be used immediately prior to or after vacation, holiday, trade time or comp-time. Employees may use up to seventy-two (72) hours of their sick leave to care for the needs of a child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step-parent when the employee's presence is necessary.

Section 2 – Accrual

Non-probationary employees shall accrue sick leave at the rate of twelve (12) hours (one-half work day) for each month of continuous service. Sick leave shall be calculated back to date of hire after completing the probationary period. Employees may accumulate and carry over from year-to year up to one thousand four hundred and forty (1,440) hours of sick leave.

Section 3 – Physician's Certificate

Any employee who is ill for more than one (1) workday may be required by the EMS Chief to secure and submit, at the employee's expense, for record a physician's certificate and release, certifying what illness or injury has prevented work and that the employee is fit to return to work.

Section 4 – Sick Leave Non-use Bonus

Any employee who reaches or goes over the sick leave cap shall receive cash reimbursement for one-hundred and forty-four (144) hours of sick.

Section 5 – Injury on Outside Employment

Employees injured in the course of paid employment with another Employer shall not be eligible for paid sick leave under this Article if they are receiving benefits from another source. Accrued leave or non-paid leave of absence may be used with the approval of the EMS Chief.

ARTICLE XV – BEREAVEMENT LEAVE

Section 1 – Amount of Leave

If a death occurs in the immediate family of an employee, a maximum of two (2) scheduled work days’ special leave will be allowed to that employee at full pay starting at the date of death through the day after the funeral. These days will not be charged to vacation or sick leave. If it is necessary for the employee to be absent from work more than two (2) scheduled work days, the employee may be allowed an unpaid leave of absence or may use vacation, holiday, personal, or sick leave time.

Section 2 – Scope of Leave

For the purposes of this section, “immediate family” is defined as the father, step-father, father-in-law, mother, step-mother, mother-in-law, spouse, life partner, child, step-child, brother, brother-in-law, sister, sister-in-law, grandchildren, the employee’s grandparents, and the spouse’s grandparents, sister-in-law, and brother-in-law, adopted children and foster children. Life partner shall be defined as an individual who has entered into a civil union with the employee as provided under Illinois law.

Section 3 – Pallbearers

Should a Bargaining Unit employee die and his immediate family request of the Employer that his fellow employees act as pallbearers, the Employer will allow employees time off to honor such request.

ARTICLE XVI – LEAVES OF ABSENCE

Section 1 – Discretionary Leave

An employee may be granted an unpaid leave of absence for purposes of education, study, and other personal reasons at the discretion of the EMS Chief and approval by the Ambulance Board. An unpaid leave of absence may also be granted if additional sick leave is needed.

Section 2 – Family Medical Leave

The Employer agrees to comply with the Family Medical Leave Act.

Section 3 – Military Leave

The Employer agrees to comply with all State and Federal laws regarding military leave.

Section 4 – Jury Duty

Any employee called to jury duty, including a Coroner’s jury, shall be given leave with pay to serve on such duty. However, the employee shall sign a waiver of compensation for such jury services, unless it is an off-duty day for the employee.

The employer must be notified when the employee is called for jury service. Notice shall include days and times employee will be needed for jury service.

Section 5 – Court Appearances

Employees shall be compensated for any required court appearances or appearances before a Coroner’s jury, while off-duty, at appropriate rate, where the County is a party to the litigation or the employee is subpoenaed by the State’s Attorney or defense counsel and the testimony is work related.

Section 6 – Job Injury and Leave for Work Related Illness or Injury

All injuries sustained on the job shall be reported in writing to the EMS Supervisor as soon as possible within twenty-four (24) hours. An employee who is injured or contracts a communicable disease from their employment and, as a result, is unable to work shall be compensated via the use of sick leave up to the first three (3) days. If the absence continues, such employee shall be permitted to utilize their accumulated sick leave if they so desire.

Should the employee be compensated thereafter due to a benefit of the Illinois Industrial Commission (Workmen’s Compensation) or other applicable law, the employee shall remit the dollar amount received, if applicable, for the first three (3) days and the sick leave amount they received. Their sick leave account shall then be credited.

Should the employee be disabled for longer than three (3) days, they are required to accept the workmen’s compensation benefit from the Illinois Industrial Commission, and their sick time will remain intact.

Section 7 – Prohibition Against Misuse of Leaves

Leave of absence will not be granted to allow employees to take employment elsewhere, and employees violating this provision will be considered to have quit their job with the Employer.

Section 8 – Seniority

Seniority shall accumulate during approved leaves of absence.

ARTICLE XVII – INSURANCE

Section 1 – Cost of Health Insurance

The Employer shall provide Health Insurance coverage at no cost to the employees covered by this Agreement. The Employer shall pay 90% of the cost and the employee shall pay 10% of the cost based on the terms of Section 4 of this Article.

Health insurance shall be available for dependents at the cost of the employee.

Section 2 – Changes in Health Insurance

The Employer shall provide the employees with the current coverage, which was effective on September 1, 2016. The Union and the County recognize that insurance costs are likely to increase over time and that the County may during the lifetime of this Agreement find it to be in the best interests of the County to change the plan of insurance. Only in the event of a significant or substantial change in the plan would the duty to bargain arise.

The terms “significant or substantial” means a change in the order of greater than twenty percent (20%) increase in the deductibles, the co-pays, and/or the prescription drug card program in any one policy year.

The Employer agrees to meet with an employee insurance advisory committee, composed of one (1) member of each bargaining unit, their Union representative if desired and the authorized representative of the Employer, at dates mutually agreed to between April 1st and September 30th of each year of this Agreement.

The purpose of such meeting shall be to discuss insurance programs/options that will assist in cost containment. Such meetings shall be waived only by mutual written consent of the parties. The Employer will make all relevant information available and this committee will be empowered to research available hospitalization, dental, optical and other relevant plans provided by the Employer, comparing their costs and benefits.

The advisory committee shall recommend to the Employer possible implementation of any such alternative plans and cost containment measures. The Adams County Board shall have the final authority to approve/disapprove such recommendations by the advisory committee members. Disputes are subject to grievance and arbitration procedures.

Nothing in this Section shall preclude remaining County departments (i.e. Highway Dept., administration, etc.) from equal representation on such advisory committee so long as their departmental members do not exceed the number of bargaining unit(s) members.

Should an employee be granted a leave of absence for a non-medical reason for more than two (2) calendar weeks, he shall reimburse the County for the cost of the group health premium for that portion while on leave.

To qualify for the Adams County Group Health Plan, a full-time employee must be scheduled to work at least thirty (30) hours per week.

Section 3 – Termination of Employment

Should the employee terminate employment or be placed on layoff status, the employee's life and health insurance will be maintained as long as permitted by the current insurance carrier, but not longer than the end of the month that the employee ends his active service for the County unless otherwise provided by law.

Section 4 – Wellness Incentive

The Employer shall offer a voluntary Wellness Incentive Program to all employees covered by this Agreement.

If an employee successfully completes the Wellness Incentive Program in any contract year, the Employer shall pay 100% of the cost of the employees' health insurance coverage.

Successful completion shall be defined as follows:

- a) Obtaining a score of 71 or better;
- b) Improving your score by at least five (5) points; or
- c) Has obtained a waiver from the employee's primary-care physician.

Newly hired employees hired after the annual wellness test in 2014 shall pay the premium percentages under Section 2 until the next annual wellness screening. If they chose to participate in the screening, they will be exempted for the next year after which they will be subject to the Wellness Incentive standards under Section 4 of this Article.

ARTICLE XVIII – LABOR/MANAGEMENT SAFETY COMMITTEE

Labor/management conferences may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor/management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- a) Discussion of the implementation and general administration of this Agreement.
- b) A sharing of general information of interest to the parties.
- c) Notifying the Lodge of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
- e) Items concerning safety issues.

ARTICLE XIX – MISCELLANEOUS PROVISIONS

Section 1 – Employee Examinations

In accordance with the Drug Free Workplace Act and ambulance service's desire to maintain a drug free workplace, the following is a Union-acknowledged Adams County Ambulance and EMS policy.

- a) *Policy*
It is the policy of the Adams County Ambulance and EMS that the public has the right to expect persons employed by Adams County to be free from the effects of drugs and alcohol. Management has the right to expect employees to

report for work fit and able for duty. Fellow employees have the right to expect their partner to report to work fit and able for duty. The purpose of this policy shall be achieved in such a manner as to not violate specified employee rights. Random drug and alcohol testing is necessary to provide the best effort possible to ensure that the workplace and the employees thereof are drug free. The ambulance service is charged with providing care for the sick and injured in a safe and responsible manner while seeking to protect the public at large within the scope of Emergency Medical Services. Because such is the case, employees of the ambulance service must be alert and uncompromised in order to provide the most appropriate service.

b) Procedure

- i. All potential employees will submit to drug/alcohol test prior to an offer of employment.
- ii. While an employee of the ambulance service, the employee understands he may be randomly drug/alcohol tested at any time and this will not exceed more than six times per year without cause.
- iii. Any refusal to provide a sample upon request will be treated as a positive test.
- iv. Employee will submit to a drug/alcohol test in any situation during the course of duty which results in employee or patient injury, damage to vehicles or property.
- v. Employees will submit to a drug/alcohol test when there are reasonable grounds for suspicion.
- vi. Samples will be tested using rapid on-site drug testing devices or portable breath-test analyzers. If a sample tests positive and the employee disagrees with the result, the Employer will send the specimen for a confirmation test via the laboratory used by the Adams County Probation Department. All confirmation testing will be at the expense of the employee.
- vii. The employee must submit to the test within sixty (60) minutes of receiving notice to do so or it shall be deemed a refusal. The employee shall be permitted to consult with a representative of the Union at the time notice is given, but in any event the test must be taken within sixty (60) minutes of the employee receiving notice to do so.

c) Prohibitions

- i. Consuming or possession of any illegal drugs at any time anywhere or consuming or possession of alcohol during the work day or anywhere on Adams County premises or job sites including all buildings where Adams

County ambulances are based, vehicles, properties and while engaged in County business is prohibited.

- ii. Possession or use of illegal drugs by any employee not engaged with duty requirements shall be considered a crime and the ambulance service will cooperate with law enforcement should criminal charges be filed against any employee who is found in possession of illegal drugs or who is engaged in the selling of or dispensing of illegal drugs on or off duty.

d) *Over-the-Counter/Prescription Drugs*

In the interest of public and employee safety, employees will in good faith, notify the employer of any known side effects of over-the-counter or prescription drugs, which may adversely affect job performance. A “known side effect” is an effect of an over-the-counter or prescription drug of which the employee has been informed by a physician, a pharmacist, or a package insert, or has experienced in the past. Such notification by the employee will not result in disciplinary action. Management is in no way limited by this action from taking action under the disciplinary section of this agreement/policy if employee abuse of over-the-counter or prescription drugs warrants such action.

e) *Voluntary Assistance*

Employees are encouraged to voluntarily seek assistance for alcohol or drug related problems. The cost of such assistance is borne wholly by the employee.

f) *Discipline*

Any employee testing positive on an alcohol test or for the abuse of over-the-counter or prescription drugs or for the presence of illegal drugs, is subject to discipline up to and including termination. Any employee that fails a drug test and whose employment is not terminated will be subject to drug testing as often as necessary for up to one year from the date of the positive test. If all subsequent tests are negative for a one-year period of time, the employee will then return to the normal testing schedule. However, if an employee tests positive (this does not include a refusal to provide a sample) for alcohol or for the abuse of over-the-counter or prescriptions drugs or for the presence of illegal drugs due to a random test pursuant to Section b. 2, the employee shall be advised confidentially to seek assistance at an agency or facility qualified to treat the employee. After reasonable time for rehabilitation, if the same employee tests positive again, such results shall be grounds for discipline, including discharge.

Section 2 – Uniforms and Boot/Belt Allowance

Employees shall wear such uniforms as prescribed by the policy of the Adams County Ambulance and EMS. (See Uniforms and Grooming Standards.)

Adams County Ambulance & EMS uniforms include a prescribed uniform shirt, required patches, T-shirt, trousers and coat as needed.

The Employer will provide a set of three uniforms (uniform shirt, T-shirt, required patches, trousers and coats) as needed for each employee. In addition, the Employer will provide an annual allowance each year of \$150.00 for the purchase of boots and belts so long as a receipt is provided.

Employees are responsible for the laundering and care of their uniforms; however, the Employer will replace worn, torn, or damaged uniforms when presented to the EMS Chief, or designee.

Section 3 – Ethics and Employee Conduct

- a) Employees of Adams County are expected to conduct themselves in a professional manner. Contacts with patients, clients, visitors, and fellow workers should always be courteous, friendly and helpful, not overly familiar or boisterous.
- b) Employees in the course of their duties have access to and occasion to discuss medical or legal information about patients amid clients. In compliance with the federally mandated HIPPA Act, this information is not to be repeated or discussed outside the department, or with other personnel, unless such information is a necessary part of the employee's assigned duties and/or release of information is received in writing. Failure to comply with this policy shall be grounds for disciplinary action.

Section 4 – Immunizations/Screening

All employees shall be given the following preventative immunizations at the County's expense: T.D.A.P. vaccine, Hepatitis B vaccine, influenza vaccine, and other medically indicated immunizations. A TB screening is also provided by the Employer.

Section 5 – Certification and Education

The employee is responsible for maintaining state required licenses and continuing medical education courses to support such licenses and annual re-certification. The Employer will provide all required courses and allow the employee to attend required courses while on duty if possible. Employees will be paid their base rate of pay per hour for all hours spent in required training classes. ~~An employee can be off work for eight (8) hours prior to or during the course, but additional time must be charged to benefit time.~~

In addition, the Employer will pay only for course fees up to \$175.00 per year for job related non-required training, subject to approval by the EMS Chief.

Section 6 – Bulletin Boards

The Employer will maintain bulletin boards for posting notices of Union meetings, elections, appointments, results of elections, announcements and social activities. The bulletin

boards shall be kept at all facilities where the ambulances are based. No other place on the Employer's property shall be used by the Union for posting of notices.

Section 7 – Trade Time

Employees may trade time. All trade time must be given and received within the same workweek. EMS Supervisor must receive prior notification of trade time.

Section 8 – Meal Limitations

Employer recognizes the need for employees to take meals outside of their station within their assigned district, when scheduled to work eight (8) or more hours.

Section 9 – Pay Stub

The employee's pay stub shall state the amount of each deduction and for what purpose as well as the breakdown of straight time and overtime hours worked in the period and will be on the employee's time sheet.

Section 10 – Personal Property

Employer agrees to replace or repair dentures and prescription eye wear up to one-hundred dollars (\$100.00), and wrist watches up to thirty-five (\$35.00), which have been destroyed or damaged beyond repair through no fault of the employee while the employee is acting in the performance of official duties, provided that such destruction or damage beyond repair is otherwise uninsured by the employee. Such incidents shall be documented in accordance with the directions of the EMS Chief.

Section 11 – Compensatory Time

Paramedics and EMTs may receive in lieu of overtime compensation, up to 24 hours, compensatory time off at a rate not less than one and one-half hours for each hour of employment for which overtime compensation would otherwise be paid (in accordance with 29 USCS Section 207(o)). The compensation bank shall be paid out at the end of each County fiscal year (November 30).

ARTICLE XX – RATES OF PAY

Section 1 – EMTs

Except as otherwise provided, each employee licensed as an EMT will receive the following respective rates of pay for regular hours worked on the anniversary date of his/her last date of hire:

<u>EMTS</u>	<u>12/1/16</u>	<u>12/1/17</u>	<u>12/1/18</u>
Start Pay	\$12.14	\$12.38	\$12.63
After 4 Years	\$13.14	\$13.40	\$13.67
After 6 Years	\$13.49	\$13.71	\$14.03
After 8 Years	\$13.84	\$14.12	\$14.40
After 10 Years	\$14.34	\$14.63	\$14.92

Section 2. – Reassignment from Classification B to Classification A

All Paramedics shall be in “License Classification A” and all EMT’s shall be in “License Classification B.” Personnel who are not licensed paramedics cannot move up to “License Classification A.”

Section 3 – Paramedics

Except as otherwise provided, each employee licensed as a Paramedic will receive the following respective rates of pay for regular hours worked on the anniversary date of his/her last date of hire:

PARAMEDICS	12/1/16	12/1/17	12/1/18
Start Pay	\$16.45	\$16.78	\$17.12
After 4 Years	\$17.22	\$17.56	\$17.91
After 6 Years	\$17.96	\$18.32	\$18.69
After 8 Years	\$18.69	\$19.06	\$19.44
After 10 Years	\$19.44	\$19.83	\$20.23

Section 4 – Temporary Transfer

Employees who are temporarily transferred to the place of EMS Supervisor shall receive twenty-five cents (\$0.25) above his present rate for all such times. Temporary transfers shall not exceed ninety (90) calendar days.

Section 5 – Long Distance Transfer Pay

Employees shall receive Long Distance Transfer Pay based on the patient-loaded mileage. The mileage rate for a Paramedic is one-dollar and sixty-five cents (\$1.65) per patient-loaded mile. The mileage rate for an EMT is one-dollar and forty cents (\$1.40) per patient-loaded mile. Meals taken on Long Distance Transfers are not reimbursable.

Section 6 – Longevity Recognition

Employees who have completed 10 years of continuous service shall receive annually \$450.00 on their first paycheck following the employee’s anniversary date.

Employees who have completed 20 years of continuous service shall receive annually \$600.00 on their first paycheck following the employee’s anniversary date.

Employees who have completed 30 years of continuous service shall receive annually \$750.00 on their first paycheck following the employee’s anniversary date.

Employees who have completed 35 years of continuous service shall receive annually \$1,000.00 on their first pay check following the employee’s anniversary date.

ARTICLE XXI – ENTIRE AGREEMENT/SAVINGS CLAUSE

Section 1 – Entire Agreement/Waiver

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and

entire Agreement between the parties and concludes collective bargaining (except as provided for in the grievance procedures) for its term.

Section 2 – Savings Clause

If any Article or Section of this Agreement or any addendum thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and its addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

Upon failure of the parties to agree after negotiations, the unresolved issues shall be subjected to binding arbitration under the procedure of Article IX, Section 1, Step 5 and Section 2.

Section 3 – Gender Neutral

Any time this Agreement uses the pronoun “he” or “his”, it shall also include the feminine gender.


ARTICLE XXII – TERMINATION

This Agreement shall be effective as of December 1, 2016, and shall remain in full force and effect until November 30, 2019.

It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.


In witness whereof, the parties have hereunto set their hands and seals this 30th day of November, 2017.

FOR THE UNION:

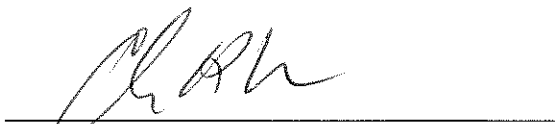


Kevin Broemmer, Business
Representative

FOR THE EMPLOYER:



Chairman, Adams County Board



County Clerk, Adams County