

# **AGREEMENT**

**BETWEEN**

**VILLAGE OF HANOVER PARK**

**AND**

**HANOVER PARK PROFESSIONAL FIREFIGHTERS  
ASSOCIATION,  
LOCAL #3452, IAFF, AFL-CIO/CLC**

**MAY 1, 2012 THROUGH APRIL 30, 2015**

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**AGREEMENT  
BETWEEN  
VILLAGE OF HANOVER PARK AND  
HANOVER PARK PROFESSIONAL FIRE FIGHTERS ASSOCIATION,  
LOCAL #3452, IAFF, AFL-CIO/CLC**

**PREAMBLE**

THIS AGREEMENT entered into by the VILLAGE OF HANOVER PARK (hereinafter referred to as the "Village" or the "Employer") and the HANOVER PARK PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL #3452, IAFF, AFL- CIO/CLC (hereinafter referred to as the "Union"), is in recognition of the Union's status as the representative of the Village's non-supervisory full-time firefighters, and has as its basic purpose the promotion of harmonious relations between the Employer and the Union; to encourage efficiency and productivity; to prevent interruptions of work and interference with the operations of the Village; the establishment of a peaceful procedure for the resolution of grievances as provided herein; and the establishment of an agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

**ARTICLE I  
RECOGNITION**

Section 1.1. Recognition. The Village recognizes the Union as the sole and exclusive collective bargaining representative for employees included in the unit described below:

Included: All full-time sworn firefighters and lieutenants in the Village of Hanover Park Fire Department.

Excluded: All other Village employees, including, but not limited to, all sworn or commissioned full-time firefighters above the rank of lieutenant, all battalion chiefs, all part-time or temporary employees, all auxiliary, reserve, volunteer and paid-on-call firefighters, all employees excluded from the definition of "firefighter" as defined in Section 3 (g-1) of the Illinois Public Labor Relations Act; ("Act"), all civilian employees, and all managerial, supervisory, confidential, professional, and short-term employees, as defined by the Act.

Section 1.2. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify and hold harmless the Village from any and all liability, including monetary damages and attorney's fees, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 1.3. Union Officers. For purposes of this Agreement, the term "Union Officers" shall refer to the Union's duly elected President, Vice-President, Secretary-Treasurer.

## **ARTICLE II**

### **UNION SECURITY AND RIGHTS**

Section 2.1. Dues Checkoff. While this Agreement is in effect, the Village will deduct from each employee's paycheck once each pay period the uniform, regular semi-monthly Union dues per rank for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective checkoff authorization form. The Village will also deduct up to one annual assessment in an amount certified to the Village by the Treasurer of the Union from each such employees' paychecks. The Village will honor all executed checkoff authorization forms received not later than ten (10) working days prior to the next deduction date. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the Village to the Treasurer of the Union together with a list of employees for whom deductions have been made on the day of the first pay date of the following month. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues checkoff may do so at any time with thirty (30) days written notice to the Village and Treasurer of the Union. Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the Village receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the Village's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VI (No-Strike-No-Lockout).

The actual dues amount to be deducted shall be certified to the Village by the Treasurer of the Union, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount which will be the regular monthly dues once each calendar year during the life of this Agreement. The Union will give the Village thirty (30) days notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Fair Share Fee. During the term of this Agreement, employees who are not members of the Union shall pay a fair share fee (and up to one annual fair share assessment) to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said agreement, provided said fair share fee (or assessment) shall not exceed the regular dues (or assessment) attributable to being a member of the Union. Such fair share fees and assessments shall be deducted by the Village from the earnings of non-members and remitted to the Union at the same times as in Section 2.1.

The Union shall annually submit to the Village (and update as necessary) a list of employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee or assessment shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility for assuring full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 S. Ct. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors as to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee or assessment and/or the responsibilities of the Union with respect to fair share fee payors shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings, shall pay an amount equal to such fair share fee (with receipt or copy of cancelled check provided to the Union) to a non-religious charitable organization mutually agreed upon by the employee and the union. Such religious objections shall be properly substantiated. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payments shall be made to said organization.

Section 2.3. Union Indemnification. The Union shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

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

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

- B. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to both and all appellate levels.

Section 2.4. Bulletin Boards. The Village will make available at least 2 feet x 3 feet of space for the posting of official Union notices, which are not political, inflammatory, partisan or defamatory in nature, on a Bulletin board in each Fire Station. This space shall be for the sole and exclusive use of the Union. The Union will limit the posting of Union notices on Village premises to such bulletin boards. The Union officers shall be responsible for maintaining same in an orderly and neat fashion. The Union may hang a copy of its charter at each fire station in the day room.

Section 2.5. Union Meetings. The Village will permit the Union to use Station #1 on a bi-monthly basis for the purpose of holding its regularly scheduled meetings. Such meetings will be restricted to a reasonable period of time, and in no event will last longer than three (3) hours. On-duty personnel will be permitted to attend such meetings provided that all emergency equipment remains in service and such attendance does not otherwise interfere with operations or the completion of assigned duties.

Section 2.6. Union Business Leave. The Village shall grant to employees elected or appointed by the Union as Union Officers time off duty without pay or benefits to attend conferences, seminars, conventions or workshops. Said conferences, seminars, conventions or workshops shall be limited to those which are related to the maintenance of the Union affiliations and in support of matters and issues involving matters of collective bargaining and contract administration. Such time off may be granted, provided the Union official submits such request at least two (2) shifts prior to the requested day off; and provided that only one employee will be allowed off per shift, and provided that no such leave will be granted if two employees are scheduled off or if the granting of such leave will make the Village liable for overtime costs. Time off under this Section shall be limited to a sum total of three (3) shifts per year.

Section 2.7. Non-Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, union affiliation or non affiliation or political affiliation. The Union shall share equally with the Village the responsibility for applying this provision of the Agreement. The Village shall be prohibited from discriminating against any employee for exercising his/her rights under the Illinois Public Labor Relations Act or the terms of this Agreement. In recognition of the multiple forums which exist for redress of allegations of discriminatory practices, the parties agree that alleged violations of this section may be processed pursuant to the grievance procedure in Article V of this Agreement, but shall not be subject to arbitration. The grievance procedure shall not be deemed the sole and exclusive remedy for alleged violations of this Section and shall not be deemed a waiver of any rights under any Federal or State law.

### **ARTICLE III** **MANAGEMENT RIGHTS**

Section 3.1. Management Rights. Except as specifically limited by the express provisions of the Agreement, the Village retains all of its traditional rights to manage and direct its affairs in all of their various aspects and to manage and direct employees, including but not limited to the following: to determine the mission, objectives, policies and budget of the Village and to set standards and services of the Village; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications for employment, determine the number of employees, and to employ employees; to schedule and assign work; to establish work and productivity standards and from time to time, to change those standards; to assign and administer overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or maintained; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate and promote employees; to discipline, suspend, demote and discharge employees for just cause (probationary employees without cause); to change, relocate, modify, or eliminate existing methods, equipment, uniforms or facilities; to hire and promote employees; to lay off or relieve employees; to determine and establish training requirements for positions within the Village and to set the length of and conditions for any probationary periods; to establish, change, combine or abolish positions and the job duties of any position in accordance with operational requirements; and to take any and all actions as may be necessary in situations of bona fide civil emergency conditions, which actions may include the suspension of the non-economic provisions of this Agreement provided wage rates and economic benefits (including overtime rates) shall not be suspended and providing that the suspended provisions shall be immediately reinstated once the civil emergency condition ceases to exist. In addition, the Village expressly reserves the right under this Agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act. The Village shall follow any express applicable provisions of this Agreement in the exercise of the foregoing rights. The exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

Section 3.2. Subcontracting. The Village will not subcontract work performed by employees covered by this Agreement for which those employees are sworn and uniquely qualified to perform. Nothing in this Agreement shall be construed to limit the Village's right to utilize paid-on-call employees consistent with existing practice, nor shall the Village be prohibited from contracting for other work which employees may perform but that is not of a nature that they are sworn and uniquely qualified.

### **ARTICLE IV** **HOURS OF WORK AND OVERTIME**

Section 4.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per shift, per week, per work cycle, or any other period.

Section 4.2. Normal Work Period and Workday. Except as provided elsewhere in this Agreement, the current normal work day for employees shall be 24 hours of work (one shift)

starting at 7:00 a.m. and ending at the following 7:00 a.m., followed by 48 consecutive hours off duty (two shifts) (with the exception of time changes where the normal workday is extended or reduced by one (1) hour). The current normal work period for employees assigned to 24-hour shifts shall be twenty-seven (27) days pursuant to Section 7(k) of the Fair Labor Standards Act.

As per past practices, the hours after 4:30 p.m. on weekdays and after 12:00 noon on weekends and holidays shall be considered personal time, so long as all emergency responses are handled appropriately. Each employee shall be afforded one hour of personal time for their noon meal break. Duties and/or assignments that are an emergency or urgent in nature or reasonably important to providing emergency service shall not be delayed, postponed, left incomplete or otherwise undone without prior approval.

In view of the work schedule and that firefighters prepare their meals during their tour of duty, each fire station shall be allowed time between meals, two times if necessary per shift, to shop for or otherwise obtain food. Department vehicles may be used, so long as the units remain available for emergency calls. The normal operations of the fire department shall not be interrupted.

Section 4.3. Changes in Normal Work Period and Workday. The shifts, workdays and hours to which employees are assigned shall be stated on the 27-day department work schedule. Should the Village, for good reason, wish to establish schedules departing from the normal workday, work period or hours, the Village will provide notice of such proposed change to the Union and an opportunity to bargain as to the decision and impact of such proposed change. In the event the parties do not agree to such change, resolution shall be made pursuant to the successor impasse resolution procedures set forth in Section 14 of the Illinois Public Labor Relations Act, such procedures to be employed on an expedited basis.

Notwithstanding the foregoing, the parties agree that the Village may temporarily assign employees who voluntarily attend outside training approved and paid for by the Village to an alternative work schedule for the duration of such training, *e.g.*, a seven day work cycle with overtime after 40 hours of work. Such alternative work schedule shall not result in additional overtime liability for the Village, and any work reduction days that would have otherwise occurred during such training period shall normally be rescheduled to before or after the training period, as determined by the Fire Chief or Chief's designee, nor shall such adjustment result in a reduction of an employee's regular salary.

Section 4.4. Work Shifts Per Work Period. Beginning January 26, 1996, the Employer shall begin the work shifts per work period provisions as follows: the stated work period for purposes of complying with the Fair Labor Standards Act shall be 27 days. Each employee shall be assigned to work shifts that average 204 hours of work per period. To accomplish this end, the employees shall be provided every sixteenth (16th) shift off (without reduction in annual salary) as Work Reduction Days. Work reduction days shall be scheduled in advance, by the Chief or his/her designee. Employees assigned to the same shift may trade work reduction days within the same 27-day cycle. Notice of such trade(s) shall be given to the Fire Chief at least two (2) days prior to the first affected shift.

Section 4.5. Overtime Pay. Employees assigned to 24-hour shifts shall receive an additional one-half the employee's regular straight-time equivalent hourly rate of pay for all regularly scheduled hours worked in excess of 204 hours in the employee's normal 27-day work period. Hours worked outside of the employee's established work schedule (due to hire or call-back or for hold-over work at the end of a shift) will be paid at the employee's regular straight-time equivalent hourly rate for all hours worked up to 204 in the employee's 27-day work period, and at one and one-half (1-1/2) times the employee's regular straight-time equivalent hourly rate for all hours worked in excess of 204 in the employee's 27-day work period. All overtime pay shall be received in fifteen (15) minute increments, except as provided in Section 4.11 (Hold-Over). For purposes of this Article, hours worked shall include contractual paid leaves (such as vacation), but shall not include uncompensated leaves.

Section 4.6. Compensatory Time. In situations where the Fire Chief determines it to be in the best interests of the Village, the Village shall grant compensatory time off in lieu of overtime payment for voluntary overtime assignments and for hold-over assignments for work in progress. It is understood that mandatory call-backs and mandatory overtime shifts shall be compensated monetarily unless the employee and Village mutually agree otherwise. In all such situations, compensatory time shall be utilized at such times and in such time blocks as requested by the affected employee(s), provided such use does not unduly disrupt Village operations given staffing, existing or expected work, and other similar considerations. A maximum of two hundred forty (240) hours of compensatory time may be banked and accumulated.

Section 4.7. Required and Voluntary Overtime. The Fire Chief or his designee(s) shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations, the Village shall follow the turnsheet procedure described below to seek volunteers prior to assigning required overtime work. Volunteers will not necessarily be selected for work in progress, however. Additionally, specific employees may be selected for special assignments based upon specific skills, ability, and experience they may possess. Further, nothing in this provision or elsewhere will be construed to require the Village to offer overtime to employees nor to preclude the Village from using paid-on-call or other personnel for any available work.

Voluntary overtime assignments and/or extra shifts shall be made on the basis of a seniority-based volunteer turnsheet, as described herein. Employees wishing to be included on the turnsheet shall do so in writing. When the first available overtime assignment occurs, the Village shall attempt to contact the most senior employee on the turnsheet. If the employee declines the overtime opportunity, the next most senior employee will be contacted and the procedure repeated until the opportunity is filled or the list exhausted. Future voluntary overtime opportunities will be filled by starting the turnsheet procedure at the next employee in rotation on the list. If an employee demonstrates that he has been passed over in the turnsheet procedure for an overtime opportunity he otherwise was willing and able to accept, he shall be given first preference for the next voluntary overtime opportunity. Notification of overtime opportunities shall be in accordance with the department's written Overtime Calling Standard Operating Guidelines, as the same may be changed from time to time by the Village. The voluntary turnsheet shall not carry over from year to year. Employees hired after the turnsheet starts in a given year shall be placed last to be called on said list, i.e., the highest amount of overtime hours on the list shall be placed next to the new hire's name.

If it is necessary for the Village to mandatorily assign an employee to work an overtime assignment, such assignments shall be made on the basis of a rotating reverse seniority list. It is the employer's responsibility to contact employees to be mandatorily recalled to work. If the overtime assignment is to occur at the beginning of a shift, the employee will be selected from the personnel who is regularly assigned to the prior shift, starting with the least senior employee and rotating among the other employees on the shift in ascending seniority order. If the overtime assignment occurs at any other time, the employee will be selected from a seniority list including all available personnel, starting with the least senior employee and rotating in ascending order. This procedure will be followed except in cases of emergency where time does not permit exhaustion of these steps. The mandatory overtime list will not carry over from one calendar year to the next. A new list shall be established each new year. Employees hired after the mandatory overtime list is established in a given year shall be placed first to be called on the list, i.e., the lowest amount of overtime hours on the list will be placed next to the new hire's name.

Section 4.8. . Employees who would otherwise be off-duty shall be paid at their applicable hourly rate of pay for all hours worked when (1) appearing in court on behalf of the Village in the capacity of an employee or (2) when preparing for an off-duty court appearance when in the presence of a prosecuting attorney or other appropriate authority. Off-duty lunch periods shall not be counted toward hours worked. An employee who is the plaintiff on his/her own behalf pursuing an action against the Department shall not be awarded paid leave.

Section 4.9. No Pyramiding. Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provisions of this Article or Agreement.

Section 4.10. Shift Exchange. Employees shall have the right to voluntarily exchange workshifts when the change does not interfere with the operation of the Fire Department or result in an overtime liability to the Village. Individual employees may not schedule Work Reduction Days as vacation days. Employees shall provide notice to the Fire Chief or his designee of such shift exchange at least two (2) days prior to the first affected shift, except in emergency circumstances.

Section 4.11. Hold-Over. When an employee is requested by the Village to work additional time due to emergency calls or late personnel immediately after the regular work shift without interruption, the employee will be guaranteed a minimum of one-half (1/2) hour paid at one and one-half (1-1/2) times the employee's basic hourly rate in monetary compensation or compensatory time. Any time in addition to the first one-half (1/2) hour will be paid in fifteen (15) minute increments. Hold over hours will not affect the regular overtime turnshets.

Section 4.12. Acting Out of Class. An employee required to accept the responsibilities and duties of a position or rank above that which he/she normally holds for more than four (4) hours in any 24 hour shift, shall be paid acting pay of \$3.00 per hour above their regular hourly rate for all hours while so acting, retroactive to May 1, 2009. Employees shall be chosen to act out-of-class for the rank of lieutenant or battalion chief by their position on the most recent eligibility list for that position, with the employee highest on the list, and who normally works on the shift with the opening, chosen first. If no employee on the list is on duty, employees shall be chosen to act out-of-class at the discretion of the Fire Chief or his designee. Nothing herein shall

preclude the Village from filling a Battalion Chief position with a non-bargaining unit member, as opposed to a bargaining unit employee.

Section 4.13. Pay Disbursement. The regular pay period shall be bi-weekly ending on the Sunday preceding payday at 7:00 a.m. Pay checks shall be issued in sealed envelopes and shall be ready for distribution not later than 10:00 a.m. on the Friday following the end of the pay period.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

Section 5.1. Definition. A grievance is defined as a dispute or complaint arising under and during the term of this Agreement raised by an employee or the Union against the Village that there has been an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

Section 5.2. Procedure. A grievance will be processed in the following manner:

Step 1: The Union or any employee who has a grievance shall submit the grievance in writing on a form provided by the Village to the Fire Chief specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the occurrence of the event first giving rise to the grievance or within fourteen (14) calendar days of when any affected employee, through the use of reasonable diligence, could have known of the occurrence of the event giving rise to the grievance, but shall in no event exceed twenty-one (21) calendar days absent extraordinary justification. The Fire Chief or his designee shall render a written response to the grievant not later than fourteen (14) calendar days after the date the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the Union or the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Village Manager or his designee within fourteen (14) calendar days after receipt of the Fire Chiefs answer in Step 1 or within fourteen (14) calendar days of when the answer was due in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Village Manager or his designee shall investigate the grievance and, in the course of such investigation, may offer to discuss the grievance within fourteen (14) calendar days with the grievant. If no settlement of the grievance is reached, the Village Manager or his designee shall provide a written answer to the grievant not later than fourteen (14) calendar days following the date he received the grievance appeal, or the meeting, whichever is later.

Section 5.3. Arbitration. If the grievance is not settled at Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, by delivering a written request for arbitration to the

Village Manager within seven (7) calendar days of receipt of the Village Manager's written answer as provided at Step 2 or within seven (7) calendar days of when the answer was due in Step 2:

- (a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, each of whom must be a member of the National Academy of Arbitrators and reside in Illinois. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike three (3) names from the panel, with the party requesting arbitration striking the first name and the parties striking alternatively until one name remains. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to get a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses and purchasing a copy of the transcript if so desired.

Section 5.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable State or Federal laws, or of rules and regulations of State or Federal administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 5.4 shall be final and binding on the Village, the

Union and the employees covered by this Agreement. No decision or remedy proposed by the arbitrator shall be retroactive beyond the time limits set forth in Step 1 of the grievance procedure.

Section 5.5. Employee Right to Self-Representation. Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that a Union officer is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with term of this Agreement.

Section 5.6. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within the time limits set forth in Step 1 of the grievance procedure.

If a grievance is not presented by the employee or the Union within such time limits, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limits or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 5.7. Work Time Spent for Grievances. A grieving employee (or one (1) employee representing group grievants) and one (1) Union representative will not be docked for attending grievance meetings with the Village as specified in Section 5.2. This provision does not require that such meetings be held during the grievants and/or Union representative's regularly scheduled work time. Attendance at meetings during non-work time will not be compensated by the Village.

## **ARTICLE VI**

### **NO STRIKE-NO LOCKOUT**

Section 6.1. No Strike. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 6.2. Union Cooperation. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of Section 6.1 of this Article, the Union agrees to inform its members of their obligations under this Agreement and to advise them to return to work.

Section 6.3. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union and its members with this Article. The Village Manager and the Fire Chief have responsibility for ensuring compliance with the provisions of this Section and shall instruct subordinate supervisory personnel accordingly.

Section 6.4. Judicial Relief. Nothing contained herein shall preclude the Employer or Union from obtaining a temporary restraining order, other injunctive relief, damages and other judicial relief as determined appropriate by a court in the event of a violation of this Article.

**ARTICLE VII  
HOLIDAYS**

Section 7.1. Holidays. The following holidays shall be observed by all employees covered by this Agreement:

- |                  |                               |
|------------------|-------------------------------|
| New Year's Day   | Thanksgiving Day              |
| Presidents Day   | Friday after Thanksgiving Day |
| Memorial Day     | Christmas Eve Day             |
| Independence Day | Christmas Day                 |
| Labor Day        |                               |

Section 7.2. Holiday Leave. Employees working a 24-hour on-duty and 48-hour off-duty shift shall be entitled to three (3) 24-hour days off. These days off shall be in lieu of the regular scheduled holidays. No employee shall receive extra pay for working his/her scheduled shift on a holiday.

Holiday leave shall be accrued at the rate of eight (8) hours per each holiday an employee is an active employee of the Village. Holiday leave shall be taken within a year after it is earned, and shall be scheduled in accordance with the wishes of the employees at the discretion of the Chief. The Chief shall endeavor to approve any request for holiday leave which is consistent with the operational needs of the Village and does not cause another employee to be held over or called back to work. Employees, or their estate in case of death, shall be compensated for all earned but unused holiday leave at the time of separation. In the event an employee's seniority is terminated for any reason after he has taken holiday leave that was not yet fully earned, the Village may deduct any holiday benefits that were used but unearned from any final compensation due the employee.

**ARTICLE VIII  
SENIORITY, LAYOFF AND RECALL**

Section 8.1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn or commissioned firefighter in the Fire Department of the Village. Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate during unauthorized absences, unpaid leaves of absence, or layoff. Conflicts of seniority shall be determined on the basis of the

order of the employees on the Village's hiring list, with the employee higher on the list being the more senior.

Section 8.2. Seniority Lists. On or about October 1<sup>st</sup> of each year, the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be simultaneously provided to the Union. The Village will not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Fire Chief in writing within thirty (30) calendar days after the posting.

Section 8.3. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of twelve (12) months of work, provided, however, the Fire Chief may, at his discretion, extend the probationary period for up to an additional (6) months to enable a new hire to become an Active Licensed Paramedic. Time absent from duty that is not credited for seniority purposes shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of the Village Manager. Such probationary employee shall have no recourse to the grievance procedure, the Village Manager, or to the Village Personnel Board to contest such a suspension, layoff or termination.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority, which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement

All members of the bargaining unit must be Active Licensed Paramedics as a condition of employment, provided that a candidate who is on a current eligibility list and who is currently enrolled in an Active Licensed Paramedic course approved by the Village's EMS Resource Hospital may be hired, subject to becoming an Active Licensed Paramedic licensed by the State of Illinois by the end of his/her probationary period.

Section 8.4. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in 65 ILCS 5/10-2.1-18

Section 8.5. Recall. Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given twenty-one (21) calendar days notice of recall (with the first of the twenty-one (21) days being the date the notice to the employee is postmarked). The notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union President. The employee must notify the Fire Chief or his designee of his intention to return to work within seven (7) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list. If the Village has not

heard from the employee within twenty-one (21) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

Section 8.6. Termination of Seniority. Seniority for all purposes and the employment relationship shall be terminated if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires or is retired;
- (d) falsifies the reason for a leave of absence or otherwise violates any written condition imposed for an unpaid leave;
- (e) intentionally fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation;
- (f) is laid off and fails to respond to a notice of recall within seven (7) calendar days after receiving notice of recall or fails to report for work at the time prescribed in the notice of recall, or does not otherwise timely respond to a notice of recall as provided in Section 8.5;
- (g) is absent for more than one (1) full 24-hour duty shift without notification to or authorization from the Village and without extraordinary justification for the failure to notify or receive authorization.

**ARTICLE IX**  
**VACATIONS**

Section 9.1. Eligibility and Allowances. Employees shall start to earn vacation allowance as of their date of hire. Employees assigned to 24-hour shifts shall be awarded annual vacation time each calendar year in accordance with the following schedule:

<u>Length of Completed Continuous Service</u>	<u>Number of 24-Hour Shifts Per Year</u>	<u>Accrual Schedule</u>
Up to 1 year of service	1 shift day/year	2 hours/month
After 1 year of service	6 shift days/year	12 hours/month
After 5 years of service	10 shift days/year	20 hours/month
After 10 years of service	11 shift days/year	22 hours/month
After 15 years of service	12 shift days/year	24 hours/month
After 20 years of service	12 shift days/year	24 hours/months

Employees assigned to 24-hour shifts shall earn pro rata vacation allowances for any calendar month in which they receive compensation for more than one hundred sixty-eight (168) hours of work. For purposes of this Section only, contractual paid leaves taken shall be considered "hours of work".

Section 9.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 9.3. Scheduling and Accrual. Employees shall be awarded vacation time by the Village in accordance with Village service needs and, if possible, the employee's desires. On or before the last duty day in November, the Fire Chief shall post a schedule of days available for vacation for the following calendar year. The Chief may only block out as unavailable for vacation a total of thirty-six (36) calendar days (12 days per shift). Further, he may block out only nine (9) calendar days (3 per shift) between Memorial Day and Labor Day and he may not block out any holiday nor the days immediately preceding or following such holiday.

The employees on each shift shall then select their vacation preferences in the order of their seniority within rank, with the most senior employees having the first choice, the next most senior having second choice, and so on. Shifts requested for vacation must be consecutive for each seniority pick. The vacation periods requested pursuant to this procedure shall be submitted to the Fire Chief for approval by December 15 of each year. The Fire Chief shall review the requests and post a vacation schedule on or before January 1. Vacation requests will be approved so as to permit at least one, but no more than two firefighters, and one lieutenant or battalion chief off each shift. Employees off on work reduction days shall be counted as off for the purposes of this section.

After the vacation schedule has been established, employees can reschedule previously scheduled vacation days only with approval of the Fire Chief. Employees on the same shift may trade vacation time with mutual consent of both employees. Requests to schedule vacation after the posting of the annual vacation schedule will be taken on a first-requested, first-received basis and granted provided the request is consistent with service needs of the Village. Vacations to be scheduled and taken during a given calendar year are vacation allowances expected to be earned during that calendar year.

Section 9.4. Vacation Carry-Over. In general, vacation leave must be taken by the end of the calendar year in which it is to be scheduled, or it will be lost. Employees will not lose vacation time for reasons beyond their control. However, employees may carry over up to 24 hours of vacation leave to the next calendar year.

Section 9.5. Payment Upon Separation. Employees, or their estate in case of death, shall be compensated for all earned but unused vacation at the time of separation. In the event an employee's seniority is terminated for any reason after he has taken vacation time that was not yet fully earned, the Village may deduct any vacation benefits that were used but unearned from any final compensation due to the employee.

## **ARTICLE X** **SICK LEAVE**

Section 10.1. Purpose. Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. In general, sick employees are expected to remain at home unless hospitalized, visiting their doctor, or acting pursuant to reasonable instructions for care.

Section 10.2. Allowance. Any employee contracting or incurring any non-service connected sickness or disability (except where the injury or illness is incurred while the employee is performing compensated service (including self-employment) outside of his employment with the Village) shall receive sick leave with pay as set forth in this Article. An employee may utilize up to three (3) sick leave duty days per year to care for a sick or injured spouse, child (including step children) or parent (including step parent). Sick leave shall be used in no less an increment than one-half work shift, provided such 3 day limitation shall not apply if the employee's dependent child, spouse or parent is hospitalized or during the 7 calendar day period immediately following such hospitalization, subject to approval by the Fire Chief in a specific instance. Employees who sustain an on-the-job illness, injury or disability shall be compensated as provided by State law.

An employee shall not be paid for the first day of each sick leave occurrence beginning with the fourth such occurrence and each subsequent occurrence in any given twelve-month period, unless the employee is on an approved FMLA leave. The foregoing sentence shall not be enforced if, at the time of such 4<sup>th</sup> or subsequent occurrence, the employee has 432 or more hours of unused, accumulated sick leave.

Sick employees are expected to refrain from outside employment and/or engaging in any other activities inconsistent with their status as a sick or disabled employee. The Village and the Union agree that sick leave abuse is a very serious offense which constitutes cause for disciplinary action.

Section 10.3. Days Earned in Accumulation. Employees shall earn twelve (12) hours of sick leave for each month of service and can accumulate up to 1,440 hours of sick leave (the equivalent of sixty (60) 24-hour shifts). Sick leave shall be earned by an employee for any month in which the employee is compensated for more than one hundred sixty-eight (168) hours of work. For purposes of this Section only, contractual paid leaves taken shall be considered "hours of work." Sick leave cannot be taken before it is actually earned. An employee whose seniority is terminated for any reason forfeits all accumulated sick leave.

Section 10.4. Notification. Notification of absence due to sickness shall be given to an individual designated by the Fire Chief (normally the Shift Commander on duty) as soon as possible, but no later than one-half (1/2) hour before the start of the employee's work shift unless it is shown that such notification is not feasible. Notification shall be provided on the first day of such absence and every day thereafter, unless this requirement is waived by the Chief in writing or the employee provides a physician's verification of anticipated absence. Failure to properly

report an illness may be considered an absence without pay and may subject the employee to discipline, as well.

Section 10.5. Medical Examination. The Village may, at its discretion, require an employee to submit a physician's verification of illness, provided such requests for verification will not be used to unduly harass employees. If the employee has been or will be absent for two (2) consecutive shifts, the Village may also require a physician's verification that the employee is well enough to return to work. Falsification of any verification of illness shall be just cause for discipline, up to and including discharge. Any employee who fraudulently obtains sick leave will reimburse the Village for the sick leave and the Village may deduct such amounts from his paycheck. The Village, at its option, may require an employee to submit to an examination by a physician or other appropriate medical professional chosen by the Village; if the Village requires an employee to submit to an examination by a physician or other medical professional designated by the Village, the Village will pay the medical expenses to the extent they are not covered by insurance (i.e., with no out-of-pocket expense to employee).

In the event of any dispute between the employee's personal physician and the Village's physician, the employee, at his own expense, may request that the dispute be submitted to a third physician mutually selected by the employee's physician and Village's physician. The opinion of the third physician shall be determinative of the employee's actual illness or fitness to return to duty.

## **ARTICLE XI**

### **ADDITIONAL LEAVES OF ABSENCE**

Section 11.1. Application for Leave. Any request for a leave of absence as provided in this Article shall be submitted in writing by the employee to the Fire Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Alleged violations of this section shall immediately proceed to the Chief.

Section 11.2. Military Leave. In addition to any other leaves of absence, any employee who is ordered by the appropriate Federal or State military authorities to attend a training program or perform other duties under the supervision of the United States or of this State, shall be granted an unpaid leave of absence during the period of time of such activity. Employees returning from active duty shall be accorded re-employment rights as provided by the Federal Veteran's Re-employment Act.

Section 11.3. Jury Leave. An employee required to be available for jury selection or service shall receive his regular daily wage for each scheduled duty day which would have been worked but for jury participation. That portion of jury duty pay earned on days when the department also compensated the employee shall be refunded to the Village.

The Village shall compensate such employees, at their regular rate of pay for each hour actually spent on jury duty or commuting to and from, up to eighty (80) hours in a fiscal year, provided that the employee was scheduled to work that day. An employee shall report to work during any part of his shift when he is not required to be in court for jury duty, unless the

employee requests to be excused due to ongoing jury service obligations and such request is approved in advance by the Fire Chief or his designee.

Section 11.4. Funeral and Bereavement Leave. In the event of the death of an employee's legal parents, spouse or child (including step), the employee shall be granted two (2) 24-hour shifts as paid funeral leave. In the event of the death of any other member of the immediate family (defined as the employee's grandparents, parents-in-law, grandchildren, brother, sister, daughter-in-law, or son-in-law), an employee shall be granted one (1) 24-hour shift as paid funeral leave if the employee attends the funeral. In the event of the death of other family members (by blood or marriage), employees shall be granted release time to attend formal services as necessary and reasonable. The employee must notify the Chief or his designee of the death as soon as possible.

Section 11.5. Leave for Illness, Injury or Pregnancy.

- A. In the event an employee is unable to work by reason of non-duty illness, injury, or pregnancy, the Village may grant a leave of absence without pay after the employee's entire accrued sick leave is exhausted. Except to the extent provided by the Family and Medical Leave Act, seniority shall not accrue for so long as the employee is on unpaid leave under this Section.
- B. To qualify for such leave, the employee must report the non-duty illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the Village may request the employee to furnish a current report from the attending doctor at the end of every fifteen (15) calendar day interval.
- C. Before returning from leave of absence for non-duty injury, illness or pregnancy, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned. The Village will pay the medical expenses for such an examination to the extent they are not covered by insurance (i.e., with no out-of-pocket expense to the employee).
- D. Unpaid leave in accordance with the above provisions may also be granted by the Village after the exhaustion of benefits required by State law for duty-related illness or injury.

Section 11.6. Benefits While on Leave.

- A. Unless otherwise stated in this Article or otherwise required by law, fringe benefits (vacation, holiday, sick leave, etc.) and length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Upon return, the Village will place the employee in his or her previous job if the job is vacant; if

not vacant, the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the bargaining unit's seniority, where skill and ability to perform the work without additional training is equal.

- B. If, upon the expiration of a leave of absence, there is no work within the bargaining unit available for the employee and the employee would have been laid off according to his seniority except for his leave, he shall go directly on layoff.
- C. During an approved unpaid leave of absence of more than thirty (30) days or layoff under this Agreement, an employee shall be entitled to coverage under applicable group medical and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 11.7. Emergency Leave. In the event of a personal or family emergency which cannot be handled during non-working time, an employee may request to use accrued vacation or holiday time in order to address that situation. Such request for emergency leave shall be granted if the employee has accrued vacation or holiday time, and the request is reasonable. The terms of such emergency leave, including its duration, shall be determined on a flexible basis giving due consideration to the nature of the emergency and the degree to which the requested leave interferes with Village operations.

Section 11.8. Hospital Leave. The Village will endeavor to permit employees to use scheduled duty time between 7:00 a.m. and 5:00 p.m. to work at the Greater Elgin Area M.I.C. system hospital, or affiliate, for purposes of maintaining paramedic licensing. Employees are required to provide the Village at least ninety (90) days notice of the expiration of their license so as to permit on-duty scheduling of such time. If an employee provides such notice and the Village does not permit sufficient duty leave to permit such work, the Village will pay employees at straight-time hourly rates for each hour necessary for the employee to maintain certification.

Section 11.9. Discretionary Leaves. The Village may, on the request of an employee and at its discretion, grant a leave of absence without pay to an employee for good and sufficient reason. The Village shall set the terms and conditions of such leave.

Section 11.10. Non-Employment Elsewhere. A leave of absence under this Article will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, unless specifically approved in writing in advance by the Village Manager or his designee. Employees who engage in unauthorized employment elsewhere during such leave may immediately be terminated by the Village.

Section 11.11. Duty Related Injury Leave. Employees injured in the performance of their duties or suffering from a duty-related illness or disability shall be compensated with Worker's Compensation benefits as provided by State Statute. In addition to Worker's Compensation

benefit payments, employees shall be paid for any difference in pay the employee receives for such benefits and their regular pay for a period of one year following the date of any duty-related injury, provided such lasts that time, or for that portion of the year that such does last. Payment to the employee shall be accomplished by maintaining the employee on the regular payroll and the employee shall endorse his Worker's Compensation checks to the Village upon receipt by the employee. The Village shall provide necessary documentation to assure that the portion of regular pay attributable to Worker's Compensation shall not be taxable to the employee under current I.R.S. regulations. During the time the employee is off work and receiving Public Employee Disability Act benefits, the employee shall not continue to accrue sick leave or holiday pay. Employees receiving Public Employee Disability Act Compensation shall not be required to use or suffer the loss of, any previously accrued benefits and shall be entitled to all other benefits under the terms of this Agreement. Alleged violations of this section shall immediately proceed to the Chief.

Section 11.12. Family and Medical Leave Act. The parties agree that the Employer may alter, adopt and enforce policies in compliance with the Family and Medical Leave Act, as amended.

Section 11.13. Perfect Attendance. If during a calendar year, an employee uses no sick leave, he/she shall receive a cash bonus in the amount of \$200.00. The cash bonus shall be payable at the annual Employee Recognition event. If no Employee Recognition event is held, the cash bonus shall be payable on a separate check in the first pay period of February of the year following the perfect attendance record.

Section 11.14. Voluntary Annual Medical Examination. Approximately once every 12 months, an employee may volunteer to undergo a medical examination at the Village's expense, upon such terms and conditions as may be specified by the Village. The medical provider's determination of the employee's fitness for duty shall be shared with the Village. Any medical information shared with the Village shall be considered confidential.

## **ARTICLE XII** **WAGES**

Section 12.1. Wage Schedule. Employees shall be compensated in accordance with the wage schedule attached as Appendix A.

Retroactive to May 1, 2012, the annual base salary for employees covered by this Agreement shall be increased by two percent (2.0%).

Wage adjustments for the fiscal years commencing May 1, 2013 and May 1, 2014 shall be subject to reopener negotiations, as described in Article XXV.

Section 12.2. Administration of the Salary Schedule. For purposes of computing the regular hourly rate of pay, an employee's annual salary shall be divided by 2740.

Section 12.3. Educational Pay. The Employer agrees to provide additional compensation to employees who attain the following fire service related certifications or degrees:

Fire Instructor I.	Fire Instructor II
Fire Instructor III,	Apparatus Engineer
Fire Prevention Officer I	Fire Prevention Officer II,
Fire Officer I	Fire Officer II
Fire Investigator	HazMat Tech A
HazMat Tech B	BLS (CPR) Instructor
Car Seat Installation Tech	Firefighter III/Firefighter Advanced

Associate Degree in Fire Science (or other reasonably related field),  
Bachelors Degree in Fire Science (or other reasonably related field).

In addition to the educational compensation set forth above, employees who obtain and continuously maintain active paramedic licensure by the State of Illinois shall receive \$3,000 in educational compensation which shall be added to their annual salary as set forth in Appendix A.

Compensation will be provided based on the following schedule, provided the certifications are continuously maintained:

Any 1 Certification or Degree	\$150/year
Any 2 Certifications or Degrees	\$250/year
Any 3 Certifications or Degrees	\$300/year
Any 4 Certifications or Degrees	\$350/year
Any 5 Certifications or Degrees	\$400/year
Any 6 Certifications or Degrees	\$450/year
Any 7 Certifications or Degrees	\$475/year
Any 8 or more Certifications or Degrees	\$500/year

Educational compensation shall be added to the individual employee's base annual salary as set forth in Appendix A upon attainment and documentation of certifications and/or degrees. Effective May 1, 2012, any or all employees who obtain certification as a Car Seat Installation Tech or Fire Investigator shall maintain such certification for at least two full certification periods, *i.e.*, the original certification and at least one recertification period, or such employee's salary shall be temporarily reduced by the amount of the cost of tuition expended by the Village to enable the employee to obtain the original certification, until such time as the training costs are fully recouped by the Village.

Section 12.4. Longevity Pay. The Village shall pay longevity pay as follows:

After 10 years of service an additional \$400 will be added to base salary.

After 15 years of service an additional \$600 (non cumulative) will be added to base salary.

After 20 years of service an additional \$1,000 (non cumulative) will be added to base salary.

After 25 years of service an additional \$1,500 (non-cumulative) will be added to base salary.

Section 12.5. Voluntary Specialty Position. Employees assigned to the following voluntary specialty positions will receive the following additional compensation annually:

Training Coordinator	\$1,000
EMS Coordinator	\$1,000
CPR Coordinator	\$1,000
Public Education Coordinator	\$1,000
Communications Coordinator	\$1,000
Fire Investigations Coordinator	\$1,000
Hazardous Materials Coordinator	\$1,000
Fire Corp Coordinator	\$1,000
Quartermaster	\$1,000

This additional compensation shall be an addition to the employee's annual base salary and shall be included in the employee's hourly rate calculations. If more than one bargaining unit employee holds the same coordinator position, they shall each be eligible for the annual compensation specified above.

The Village shall establish, by written policy, position descriptions for each specialty position. Employees who meet the prerequisites for the positions may submit an application to the Fire Chief. The Fire Chief shall have final selection authority. Employees not selected or who are removed from a specialty position shall be provided reasons for their non-selection or removal. Selection, non-selection or removal from a specialty position shall not be used as promotional criteria. Non-performance as a specialty coordinator or assistant coordinator shall subject the employee to removal from the specialty position with loss of additional stipend.

Employees receiving specialization stipends must maintain any required certifications and meet any training requirements. Upon thirty (30) days advance written notice to the Fire Chief, an employee may elect to vacate the voluntary specialty position and forfeit any additional compensation provided by this Section.

The Village retains the management right to fill, create, modify, remove, merge or eliminate any or all specialty positions., but agrees that prior to implementing a decision to eliminate any of the above positions it will meet with the Union in advance to discuss the matter and receive advisory input from the Union.

Section 12.6. Foreign Language Proficiency Pay. If an employee passes a foreign language proficiency test (which may include a written and oral component), then the employee will receive an annual bonus in accordance with the following schedule, the amount of which shall not be added to base pay:

	<b>Spanish/Polish</b>	<b>Other Eligible Languages</b>
Superior	\$900	\$600
Advanced	\$750	\$500
Intermediate	\$600	\$400
Novice	\$400	\$300

(Note: The above amounts are non-cumulative.)

The bonus shall be paid in November of each year.

While an employee may elect to take more than one foreign language proficiency test, no employee shall be eligible to receive more than one foreign language proficiency bonus.

The Village, or the Village's designee, will offer foreign language proficiency tests once every 12 months. Employee participation shall be voluntary. There shall be a \$25 fee for each test the employee elects to take, the amount of which shall be deducted from the employee's paycheck, unless the employee passes the test, in which case no fee will be assessed to the employee. An employee who takes the test during his non-work time will not be compensated for taking the test. In all cases, the test components, criteria and grading shall be determined exclusively by the Village or the Village's designee.

### **ARTICLE XIII** **UNIFORMS AND EQUIPMENT**

Section 13.1. Uniforms and Equipment. Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall be issued the same, as necessary, according to the Village's current quartermaster system, which shall remain in effect. Employees shall be required to clean and maintain such items properly and will be responsible for the return of uniforms and equipment purchased with Village funds in good condition, less normal depreciation and destruction in the course of employment. Abuse or negligent destruction or loss of uniforms and equipment may subject the employee to discipline. Additionally, employees shall neither wear their uniforms, nor operate equipment, for non-duty purposes or on non-duty time.

The following items shall be provided:

- One helmet/face shield
- One pair safety glasses
- One SCBA facepiece with protective pouch
- One pair bunker boots
- One bunker coat
- One pair bunker pants
- Two pair gloves

- One protective hood
- One pair suspenders
- Three dark blue or white uniform shirts  
(short or long sleeve at the employee's choice)
- Two long-sleeve mock turtlenecks
- Three pair uniform pants
- Four T-shirts
- Two sweatshirts
- One NFPA approved spring jacket with winter liner, certified as blood borne pathogen resistant
- Two badges
- Two name tags
  
- Two sets rank insignia (if applicable)
  
- One baseball cap
  
- One winter stocking cap

The following shall be provided as a dress uniform after one year:

- One dress coat
- One pair dress pants
- One dress shirt
- One dress hat
- One insignia for dress hat
- One tie

Beginning January 1, 2006 employees may choose either NFPA approved rubber bunker boots or NFPA approved leather bunker boots, the type, style, manufacturer and design as specified by the quartermaster.

For new hires, all turn out gear shall meet or exceed National Fire Protection Association standards in effect at the time of issue, or be brought up to current NFPA standards within 2 years of the date of issue. For current employees, any item of turn out gear approved for exchange under the quartermaster system, described below, shall meet or exceed NFPA standards in effect at the time of issue, or be brought up to current NFPA standards within 2 years of date of issue. Station uniforms shall be of the type of construction as recommended by the Fire Department Safety Committee and approved by the Fire Chief.

The Village shall provide each employee any additional items that are required as part of the designated uniform. Employees shall be issued \$100 the first paycheck each June for the purpose of station shoes/boots steel toes, and belts, and to replace any items lost by the employee. It is understood that employees are required to return damaged items in order to receive new issue, and that employees are responsible for items that they lose. Any item returned by an employee for exchange under the quartermaster system, which was originally purchased by the employee and for which the employee has received a similar item from the above list, shall be returned to the employee upon satisfactory evidence of ownership or proof

of purchase. It is understood that the Village's obligation upon ratification of this Agreement is to supply or replace items as they are needed.

Section 13.2. Training Reimbursement Agreements. The Village reserves the right to require all new employees to enter into an individual training reimbursement agreement (in the form set forth in Appendix (C) pursuant to which such employee will be required to reimburse the Village for certain expenses, including training and uniforms, should such employee terminate his employment for the purpose of working for any other jurisdiction's fire department or Active Licensed Paramedic service within 24 months of date of hire.

## **ARTICLE XIV** **INSURANCE**

Section 14.1. Coverage. Employees may elect coverage in an HMO or PPO plan offered by the Village during open enrollment periods established by the Village.

As to the PPO Plan in existence on the date this Agreement is executed, the Village reserves the right to change or provide alternate insurance carriers, or benefit levels or to self-insure as it deems appropriate for any form or portion of such insurance coverage, so long as the new coverage and benefits are substantially similar. The Village will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the Village uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another.

As to all other insurance plans, the Village reserves the exclusive right to alter, amend or eliminate such insurance, provided that employees covered by this Agreement will, during the term of this Agreement receive identical coverage provided to all other non-represented, covered full-time Village employees, as the same may be changed from time to time by the Village. Notwithstanding any other provision of this Agreement, bargaining unit employees will pay the same percentage of premium required for other, non-represented covered Village employees, as the same may be changed from time to time by the Village, subject to the limitation set forth in Section 14.2.

Employees, or past employees, who are disabled as result of an injury or illness arising from or out of the course of their employment as a covered employee and who continually qualify for a Duty Disability Pension under Article 4 of the Firefighters Pension Fund Section 4-110 shall be considered full-time employees for the purposes of this Article and shall be covered under the term of this Article. The employer is contractually required to pay single coverage. The employer's obligation to pay premiums on behalf of duty-disabled retiree(s) shall cease when the retiree reaches 65 and qualifies for Medicare/Medicaid.

Section 14.2. Cost. Each employee shall pay ten percent (10%) of the monthly premium or rate established for employee hospitalization and medical insurance plan provided under Section 1 of this Article. In the alternative, if an employee elects hospitalization and medical insurance coverage for the employee and one eligible dependent, or family coverage, i.e., the employee plus two or more eligible dependents, then the employee shall pay ten percent (10%) of the monthly premium or rate established for such coverage. If an employee elects dental

insurance coverage offered by the Village for the employee and/or the employee's dependents, the employee shall make the same premium contribution for such coverage as other covered, non-exempt Village employees make for the same coverage.

Section 14.3. Cost Containment. As to the PPO Plan in existence on the date this Agreement is executed, the Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

Section 14.4. Life Insurance. The Village shall provide term life insurance coverage in the amount equal to one year's salary or \$50,000, whichever is less, with 100% of the cost to be paid by the Village.

Section 14.5. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO plans) referred to in this Agreement shall be governed by the terms and-conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee. The provision shall not be construed to relieve the Village of any obligations under Section 14.1 above.

Section 14.6. IRC Section 125 Plan. The Village will continue an IRC Section 125 Plan whereby employees will be able to pay for their share of health and hospitalization insurance premiums with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

## **ARTICLE XV** **GENERAL PROVISIONS**

Section 15.1. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be deemed to refer to both the masculine and feminine.

Section 15.2. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board of Trustees and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 15.3. Termination Effect. Upon the termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement if interest

arbitration is invoked as provided under Section 14 of the Illinois Public Labor Relations Act, the Village will maintain the status quo to the extent required by Section 14(1) of the Act. The parties may also extend the terms of this Agreement by written agreement.

Section 15.4. Fitness Examinations. If there is any question concerning an employee's fitness for duty, or fitness to return to duty, the Village may require an examination by a qualified licensed physician or other appropriate medical professional selected by the Village, to determine the employee's continued fitness for duty. If the Village's physician determines that the employee is unfit for duty, the employee may seek a second opinion from a qualified physician selected and paid for by the employee. If that physician determines that the employee is fit for duty, the Village shall resolve the dispute by submitting to the employee a list of three qualified physicians, not associated with the firm/practice group or the Village's initial physician, though they could be in the same hospital, from which the employee shall select one physician whose examination results shall be binding on the Village and the employee.

Section 15.5. Physical Fitness Requirements. In order to maintain efficiency in the Fire Department, to protect the public and to reduce insurance costs and risks, the Village, working through the Joint Safety and Health Committee, may establish a reasonable physical fitness program with required participation and including individualized goals. All employees may be required to participate in any such program. Employees who fail to make a good faith effort to achieve individualized goals shall be subject to progressive discipline. At least thirty (30) days before any such program is implemented, the Village shall notify the Union.

Section 15.6. Drug and Alcohol Testing. The Village, at its expense, may require an employee to submit to urine and/or blood tests if the Village determines there is reasonable suspicion for such testing, or when the employee is involved in a work related accident which results in property damage (reasonably estimated to be in excess of \$500) or personal injury requiring medical treatment away from the accident scene. There shall be no random or unit-wide mandatory testing, except the Village may randomly test an individual employee for twenty-four (24) months following a positive test result and/or for twenty-four (24) months following completion of an alcohol/substance abuse treatment program. The Village also reserves the right to require a drug/alcohol test of all applicants seeking to be hired or transferred into the bargaining unit.

The Village shall use only licensed clinical laboratories which are certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted at Village expense. An initial positive test result shall not be submitted to the Village unless the confirmatory test result is also positive as to the same sample. Upon request, the Village shall provide an employee with a copy of any test results, without charge, which the Village receives with respect to such employee.

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 and at the employee's

expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

Use, sale, purchase, delivery or possession of illegal drugs at any time or at any place (on or off the job) while employed by the Village (except when authorized in the line of duty), abuse of prescribed drugs, failure to report to the Chief any known adverse side effects of medication or prescription drugs which an employee may be taking, consumption or possession of alcohol while on duty (except when authorized in the line of duty), or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .03%), shall be cause for discipline, including termination.

A one-time, voluntary request for assistance with drug and/or alcohol problems (i.e., where no test has previously been given pursuant to the foregoing provisions) shall be held strictly confidential, and any information received by the Village as a result of such a request shall not be used in any manner adverse to the employee's interests, except reassignment for a reasonable time to restricted duties if he is deemed unfit for duty in his current assignment. This provision shall not preclude discipline for other conduct related or unrelated to any such alcohol or substance abuse. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program), but may be subject to random testing during and for twenty-four (24) months following successful completion of an employee assistance/treatment program. The Village's obligations to pay for treatment for alcohol/substance abuse shall be limited to services provided by the Village's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off.

Nothing in this Section shall be construed to prevent an employee from asserting, or the Village from considering, that there should be treatment in lieu of discipline in any disciplinary proceeding involving alcohol or drug use.

Section 15.7. Outside Employment. Employees shall file and keep current with the Fire Chief a written record of their outside employment, including self-employment, and addresses and telephone numbers where they can be contacted if necessary. The Fire Chief may meet with the individual employee to discuss ways in which such employment may interfere with the performance of Village duties, present a potential conflict of interest, increase insurance costs or risks of potential legal liability to the Village, or conflict with the mission, goals or objectives of the Village, as well as to discuss the manner in which such problems may be resolved in the least restrictive manner possible. If outside employment, including self-employment, constitutes a conflict of interest, then the Village reserves the right to restrict such outside employment or require an employee to discontinue such outside employment, provided any such directive may be grieved by the employee. Any such grievance shall be filed at Step 2 (Village Manager) level of the Grievance Procedure.

Section 15.8. No Smoking. Employees who smoke or chew tobacco will confine their smoking or chewing to designated areas.

Section 15.9. Hazardous Hobbies. Employees who engage in off-duty hobbies or sporting activities, such as mountain climbing or skydiving, which causes an individual increase in the cost of purchasing life, medical or disability income insurance policies, shall be responsible for the cost over and above the regular cost. In the event the regular carriers refuse to cover employees engaging in such activities, the Employer will not be responsible for such refusal.

Section 15.10. Maintenance of Supplies. The Employer shall maintain, in working condition, station appliances and furniture purchased by the Employer, including such items located in the kitchen, living quarters, dormitories and utility rooms. The employees shall join the employer in making every effort to properly maintain and prevent from damage, either intentional or accidental, the appliances, furniture and other equipment furnished by the Employer for the use by the employees. Employees will be subject to discipline and responsible for the repair or replacement cost for the intentional destruction of property purchased by the Employer, as well as property destroyed due to activities undertaken in reckless disregard for property. The employees further agree to continue to encourage others to use the items provided for their convenience in a responsible manner and where possible, to assist in repairs to maintain such items in working order. The Employer will not be responsible for the replacement or repair of items brought into the fire stations by employees and not purchased or obtained by the Employer.

Section 15.11. Printing and Supplying Agreement. The Employer will provide to the Union four (4) copies of this Agreement and any future agreement upon final ratification. The employer will also provide to all covered employees a copy of any current collective bargaining agreement between it and the Union covering the employee.

Section 15.12. Maintenance, Repair and Cleaning Duties. Employees agree to continue to perform all maintenance, repair, and cleaning work they have performed in the past, as well as any future duties which they may be assigned which are consistent with the overall purposes of the Village. Employees shall not be assigned to perform work for which they are neither capable nor qualified to perform where the performance of such duties may unreasonably expose the employee or others to unnecessary risk of physical harm. Employees who perform maintenance, repair, or mechanical duties within the scope of their employment for the Village shall not be deemed financially or otherwise responsible for work they perform in a workman-like and responsible manner. Nothing in this Section shall be deemed to in any manner limit the scope and extent of emergency response duties to which employees may be assigned consistent with their fire protection and emergency medical response duties.

Section 15.13. Duties to be Consistent with Purposes of the Village. Employees shall be assigned to perform only such duties that are consistent with the proper purposes of the Village. Such duties include, but are not limited to, fire protection and suppression, emergency medical response, training, equipment maintenance and preparedness, and facility maintenance and care. Employees shall not be assigned to perform tasks for punitive reasons nor for the personal benefit of any other employees.

The Village will endeavor to schedule (and if necessary reschedule) outdoor drills and other extended non-emergency, non-essential duties so as not to require such drills during

extreme weather conditions. Such conditions are defined as extreme wind chill, extreme heat, electrical storms, heavy snow, and extreme winds.

Section 15.14. Permanent Shift Assignment and Shift Transfers.

- A. Voluntary Shift Transfers. Vacancies in a permanent shift assignment due to an employee's retirement, resignation, death or discharge for just cause (but not due to a transfer), shall be filled on the basis of a seniority within rank bidding procedure. The Employer shall post a list of such vacancies within thirty (30) days of when a vacancy exists. Employees within the same job classification and/or rank desiring a transfer to the shift assignment shall make a transfer bid application for the vacancy(s) of his choice. Applications must be filed within fifteen (15) calendar days. Provided applicants have relatively equal qualifications, certifications, experience and abilities, the Employer shall grant the transfer to the most senior applicant within forty-five (45) calendar days of the application deadline.
  
- B. Involuntary Shift Transfers. Employees shall be involuntarily changed between shifts no more than once every two years except as outlined in Paragraph D. Any employee whose shift will be involuntarily changed will be given thirty (30) days notice and changes will occur on the first three shifts of the first full work period in January.
  
- C. Voluntary Shift Exchange. Employees of relatively equal qualifications and abilities may request to exchange shifts once each year, such exchange to be made during the first three shifts of the first full work period in January. When two employees mutually agree to exchange work shifts, they shall submit their request to the Fire Chief or his/her designee on or before November 15 of the previous year. A request for shift exchange shall not be unreasonably denied, and notification of approval or denial shall be made to the employees affected by December 1. Voluntary shift changes made pursuant to this Paragraph and Paragraph A above shall not obligate the Village to any additional cost.
  
- D. Emergency Transfers. When the need arises for an emergency transfer due to long-term illness, injury, extended leave, or other situations in the best interest of the Village, the Village may transfer an employee to the vacancy. When an emergency transfer is contemplated, the Village shall attempt to find a qualified employee who will agree to change shifts. If no qualified employee volunteers, the Village can assign an employee. Any employee who is scheduled to work more hours than his/her previous shift would have worked in the work period shall be compensated at overtime rates for those extra hours. Any employee who works back-to-back shifts due to an emergency shift transfer will be provided a twenty-four hour duty day off that same week or be paid overtime for the extra duty shift. Any previously approved vacation time will be granted, even if there is another employee on an approved leave. If it becomes necessary for an emergency transfer to occur more than once in a year, the Village shall attempt to transfer someone other than persons previously transferred.

Section 15.15. Pensions. For the term of this Agreement, the Employer agrees to maintain its obligation to the Firefighters' Pension Fund as required by Illinois Compiled Statutes, Illinois Pension Code, 40 ILCS 5/4-101-144.

Section 15.16. Residency. There shall be no residency requirement.

Section 15.17. Pick Up of Pension Contributions. The Village will pick up Firefighter pension fund contributions as required by 40 ILCS 5/4-118.1 of the Firefighters Pension Fund pursuant to 40 ILCS 5/4-118.2, by a reduction in the cash salary of the Firefighters, to the extent permitted by law.

Section 15.18. Tuition Reimbursement. Non-probationary employees will be eligible for tuition reimbursement in accordance with the Village's Tuition Reimbursement Policy, as the same may be changed from time to time by the Village.

Section 15.19. Voluntary Annual Medical Examination. Approximately once every 12 months, an employee may volunteer to undergo a medical examination at the Village's expense, upon such terms and conditions as may be specified by the Village. The medical provider's determination of the employee's fitness for duty shall be shared with the Village. Any medical information shared with the Village shall be considered confidential.

## **ARTICLE XVI** **DISCIPLINE**

Section 16.1. Discipline and Discharge. Discipline in the Fire Department shall be progressive and corrective designed to improve or correct behavior and not merely to punish. Disciplinary actions instituted by the Village shall be for reasons based upon the employee's failure to fulfill his/her responsibility as an employee. Where the Village believes just cause exists to institute disciplinary action against a non-probationary employee, the Fire Chief or his designee shall have the right to directly impose any of the following penalties:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

The employee may file a written reply to any reprimand. If the Village has reason to reprimand an employee, it shall be done in a manner that will not seek to humiliate the employee in a personal manner before other employees or the public.

Probationary employees may be disciplined and discharged with or without cause and without recourse to either grievance arbitration or the Village Personnel Board.

The Village agrees that non-probationary employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the Union. The sole recourse for appealing unpaid suspensions and dismissals shall be to file a grievance under Article V. It is expressly agreed that the employee who is the subject of the

disciplinary action shall have no right to appeal any disciplinary action to the Village Personnel Board.

Pursuant to Article VII, Section 6, of the Illinois Constitution of 1970 and Section 15 of the IPLRA, the foregoing provisions with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be applicable under either 65 ILCS § 5/10-2.1-17, or the Rules and Regulations of the Village Personnel Board.

Section 16.2. Firefighter's Disciplinary Act. Nothing contained in this Agreement shall be construed as to reduce or limit an employee's right under 50 ILCS 745/1 et seq., provided that the Fireman's Disciplinary Act is not incorporated herein by reference.

Section 16.3. Inspection of Personnel File. An employee shall be provided with access to his or her personnel record and all other rights in accordance with the Illinois Personnel Record Review Act, as amended, 820 ILCS 40/0.01 (Appendix B).

## **ARTICLE XVII** **SAFETY AND HEALTH**

Section 17.1. Compliance with Laws. The Village agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. Employees shall comply with all safety rules and regulations established by the Village and failure to so comply may subject an employee to discipline up to and including discharge.

Section 17.2. Unsafe Conditions. No employees shall be required to use equipment which the Village has found to be dangerously defective, unless and until the defect has been corrected. In the event any employee has justifiable reason to believe that his safety and health are in danger due to alleged unsafe equipment, he shall immediately inform his shift commander and follow the shift commander's direction relative to requesting repair, replacement, or continued operation of said equipment. If the shift commander and employee disagree as to whether the equipment in question should be used, they will mutually contact the Fire Chief and explain the matter to him. The Fire Chief will then decide what action, if any, should be taken. If the parties remain in disagreement, then the dispute shall immediately proceed to Step 2 of the grievance procedure.

Section 17.3. Inoculations - Communicable Diseases. The Village agrees to pay all expenses (to the extent not covered by insurance) for inoculation or immunization shots for all employee and for members of his immediate family when such become necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty.

Section 17.4. Joint Safety and Health Committee. There shall be a joint Safety and Health Committee composed of three (3) representatives of management and three (3) representatives of the bargaining unit the bargaining unit representatives shall be selected by the Union. The Committee shall:

- A. Meet at least quarterly on established dates.

- B. Make periodic review of fire department facilities and apparatus, protective equipment, protective clothing and work methods and conditions, including training procedures.
- C. Make written recommendations for the correction of condition(s) or work method(s) which are deemed by a majority of the committee to be hazardous. All recommendations shall be forwarded to the Fire Chief.
- D. Perform other safety and health related duties which may be assigned by the Fire Chief.
- E. Maintain records of its proceedings.

The Committee may ask the advice, opinion and suggestions of experts and authorities on safety matters consistent with budgetary constraints. The Committee's bargaining representatives, at their own request and at the Union's expense, shall have the right to call on such experts and authorize to make such recommendations as shall be reasonably connected with the purpose of the Committee.

Members of bargaining unit designated as being on the Safety Committee, who are scheduled to work on a day on which a meeting of the Safety Committee is scheduled, shall, for the purpose of attending the Committee meeting, be excused from their regular duties without loss of pay. If a designated committee member is already off, he will not be compensated for attending the meeting.

## **ARTICLE XVIII** **RULES AND REGULATIONS**

Section 18.1. Compliance and Review. The Union agrees that its members shall comply, in full, with all Fire Department Rules and Regulations, Practices and Procedures that are not in conflict with provisions of this Agreement.

The Employer shall name three (3) representatives and the Union shall name three (3) representatives to sit as a committee to review the existing Fire Department Rules and Regulations. Such committee shall meet promptly and may by majority agreement make recommendations as to change, which shall be reviewed by the Fire Chief, who shall issue a written response as to his agreement or specific reasons for his disagreement. In the event that the Fire Chief rejects a committee recommendation, the committee and the Fire Chief shall meet in an attempt to resolve their differences.

Section 18.2. New Rules. New or revised rules and orders having the effect of changing a rule or regulation may be established from time to time by the Employer. Any such new or revised rule(s) or order(s) shall be posted for ten (10) days, or as soon as practical, before they become effective or enforceable. The Employer shall notify and provide an opportunity to discuss proposals for new rules and regulations and orders with the Rules and Regulations Committee prior to posting if practical.

Section 18.3. Application of Rules. The employer agrees that the Uniform Rules and Regulations of the Fire Department are to be fairly and equitably administered and enforced, giving appropriate allowance for differing circumstances on a case-by-case basis. An employee shall have the right to appeal to the grievance procedure for a violation of this clause.

## **ARTICLE XIX** **LABOR-MANAGEMENT MEETINGS**

Section 19.1. Meeting Request. The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) discussing with the Union changes in conditions of employment contemplated by the Employer which may affect employees.

Section 19.2. Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure (as well as threatened or pending litigation) shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 19.3. Attendance. Attendance at "labor-management meetings" shall be voluntary on the employee's part, and attendance by off-duty personnel during such meetings shall not be considered time worked for compensation purposes. If a labor management meeting is scheduled at the request or consent of the Employer during the regularly scheduled duty hours of one or more Union representatives, they shall be released from duty without loss of pay, and they shall remain available to return to duty if needed. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

## **ARTICLE XX** **GUARANTEE OF TERMS**

Ratification and concurrent adoption in ordinance form by the Village's Trustees shall commit the Village to not maintain or subsequently enact any ordinances, executive orders or rules and regulations having the force and effect of law, which would impair the binding effect of or make unenforceable any of the terms or provisions of this Agreement.

**ARTICLE XXI**  
**SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by State or Federal law, or held invalid and unenforceable by operation of law or by any State or Federal board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect. In the event of such circumstances, the parties will meet (at request of either party) to negotiate as to items within the scope of the stricken or unenforceable provision.

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

**ARTICLE XXII**  
**ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Village as provided in the management rights clause.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by Illinois or Federal law ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Village and the Union specifically waive any right it might have to impact or effects bargaining for the life of this Agreement.

**ARTICLE XXIII**  
**PROMOTIONS TO LIEUTENANT**

Section 23.1. Applicability. This Article shall only apply to promotions to the rank of Lieutenant. The new Lieutenant's Eligibility List shall be developed in accordance with this Article.

Section 23.2. Initial Eligibility. A person in the rank of firefighter shall not be eligible to participate in the Lieutenant's promotional process until he or she has completed four (4) years of service as a full-time firefighter with the Village, and has attained certification as a Fire Officer I, provisional. For purposes of determining eligibility under this Section, as well as seniority points and ascertained merit under Sections 24.4 and 24.5, the firefighter must be eligible as of the first date of testing.

Section 23.3. Components. The following components will be included in the testing process, and accorded the weights indicated below in connection with establishment of the final eligibility list for promotion to the rank of Lieutenant:

<b>Component</b>	<b>Maximum Points</b>	<b>Percentage Weight</b>
Seniority	100	10%
Ascertained merit	100	10%
Fire Chief's Points	100	20%
Written Exam	100	15%
Assessment Center	100	20%
Tactical Exercise/Assessment	100	25%

Whenever possible, the promotional testing components shall be administered in the order stated above, starting with determination of seniority points, and ending with the tactical exercise/assessment. The points earned under each component will be disclosed to the candidate as soon as practical after the component is completed.

The points of each component will be reduced by the weight assigned to that component. The scores of all components shall then be added to produce a total score based upon a scale of 100 points, and then a preliminary promotion list shall be posted. No employee who has achieved a total score of less than seventy (70) points shall be placed on the promotion list, *i.e.* a score of seventy (70) points or greater shall be necessary to be considered for promotion. Any person on said list may, within ten (10) calendar days after the initial posting of the preliminary promotion list, file a written application for veteran's preference with the Village Director of Human Resources. Any person filing an application for veteran's preference shall meet the qualifications as provided in applicable law (65 ILCS 5/10-2.1-10) and file evidence of an honorable discharge from and proof of such service. The veteran's preference shall be calculated as provided in applicable law (65 ILCS 5/10-2.1-11), and added to the applicant's total score on the preliminary promotion list. Provided, however, that any person who has previously received a promotion from a promotion list on which his or her position was adjusted for veteran's preference shall not be eligible for any subsequent veteran's preference, *i.e.*, veteran's preference may not be used more than once. Thereafter, a final promotional list shall be posted.

Points awarded by the Fire Chief, Assessment Center and Tactical Exercise evaluators, and Interview Panel shall not be subject to challenge or dispute under the grievance procedure. The parties expressly agree that the content of any written exam or tactical simulation, including the exam format and design, and the identity of those who conduct such components, shall not be subject to the grievance procedure.

There shall be no monitors for any component of the testing process.

If a candidate wishes to withdraw from the promotional process before the completion of all the components of the promotional process, the candidate shall so advise the Village Human Resource Director in writing.

Section 23.4. Seniority. An eligible applicant shall be given credit for seniority for all credited service as a sworn full-time Firefighter in the Department on the basis of ten points for each full year for the first ten years, with a maximum of one hundred (100) points. Partial years shall be prorated, at the rate of .833 for each full month of service. (Partial months shall not be counted.) A seniority list and the points for which each firefighter is eligible shall be posted before the first day the Fire Chief conducts an interview of any candidate for promotion, as described in Section 24.6.

Section 23.5. Ascertained Merit. A maximum of 100 points may be awarded for ascertained merit. An applicant shall submit an application with evidence of ascertained merit by a date specified by the Village, and points shall be awarded as follows:

<u>Education/Certification</u>	<u>Points</u>
Bachelor of Science, Fire Service related	50
Bachelor's Degree (non-Fire Service related)	40
Associate's Degree, Fire Service related	35
Associate's Degree, (non-Fire Service related)	25
Provisional Fire Officer I	5
Fire Instructor II	5
Fire Instructor III	5
Fire Prevention Officer I	5
Fire Prevention Officer II	5
Fire Investigator	5
Arson Investigator	5
Haz Mat Operations	5
Haz Mat Technician	5
Fire Apparatus Engineer Certification	5

All degrees must be from an accredited institution of higher education. All course credits shall be from a training institution or educational facility approved by the Village. All certifications must be issued by the Illinois State Fire Marshall's Office or in the case of National Paramedic Registry, by the National Association of EMT's.

Section 23.6. Chief's Points. The Fire Chief will interview each eligible candidate who applies for the rank of Lieutenant before the Chief's points are awarded. A component of the Chief's points will be an evaluation of the promotability potential of each candidate. This evaluation will be conducted by at least three chief officers appointed by the Fire Chief, who will convene to rate the applicants based upon overall job performance. The use of physical criteria, including, but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process. (An employee's proper use of paid sick leave will not be considered when determining the Chief's points under this Article.) The raters will

attempt to reach a consensus on each candidate. If the raters cannot reach a consensus, the high and low scores will be dropped and the remaining scores will be averaged to determine the score for the candidate. The Fire Chief will facilitate the promotability evaluation meeting with the chief officers involved in this process.

Section 23.7. Assessment Center. An independent vendor will conduct an assessment center, which shall consist of a series of practical exercises designed to measure supervisory and administrative skills and abilities.

Section 23.8. Tactical Exercise. The Village will use a panel of fire officers from other public sector jurisdictions to conduct the tactical exercise, which is designed to evaluate your ability to develop sound tactical decisions and associated strategies in response to common emergency incidents.

Section 23.9. Written Exam. The Village will post a reading list of the study materials for the written examination at least ninety (90) calendar days in advance of the date of the written examination, in each fire station.

Section 23.10. Duration of Final Promotion List. A final Lieutenant's Eligibility List shall be effective for a period of two years from the date of its posting.

Section 23.11. Order of Selection. When there is a vacant or newly created position in the rank of lieutenant that the Village Board of Trustees has funded and authorized to be filled, the Village Manager shall appoint the person with the highest ranking on the final promotional list, except that the Village Manager shall have the right to pass over that person if the Village Manager has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of Lieutenant. If the ranking person is passed over, the Village Manager shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest-ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once. If there is a dispute over the selection of the second highest ranked person, the highest ranked person may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article V of this Agreement; provided, however, to be considered timely, any such grievance must be filed within 48 hours of the time the employee has been advised that he/she is being passed over. Any such grievance will be filed at Step 3 of the grievance procedure. If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. A candidate may decline a promotion one time and retain his/her position on the list. Any candidate who twice refuses a promotion shall be removed from the final promotional list, provided that such action shall not prejudice a person's opportunity to participate in future promotional processes.

Section 23.12. Right of Review. Except as otherwise provided herein, any individual participant in the promotional process who believes that an error has been made with respect to his or her eligibility to take an examination, examination result, or placement or position on a promotion list may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article V of this Agreement; provided, however, to be considered timely, any such grievance must be filed within 48 hours of the time the final

promotion list is posted or the candidate learns that an error may have been made, whichever comes first. Any such grievance will be filed at Step 3. If a grievance is filed concerning this Section or Article, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any promotion grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant in accordance with Section 4.12 of the existing collective bargaining agreement.

In regards to the promotional testing to be conducted following the signing of this agreement, the Union agrees that the Village has the right to appoint an acting Lieutenant until no later than 30 days after the posting of the eligibility list for Lieutenant.

Section 23.13. Precedence of Article and Duration. Pursuant to Section 10 (e) of the Fire Department Promotion Act ("IFDPA"), 50 ILCS 742, and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that the process for promotion to the rank of Lieutenant for the term of this Agreement shall be governed solely by the provisions of this Article and that such provisions shall supercede the provisions of the Fire Department promotion Act ("IFDP A"), the Municipal Code, and the rules and regulations of the Village of Hanover Park with respect to promotions. The Village and the Union expressly waive any rights either may respectively otherwise possess under these statutes and rules. The parties recognize that in accordance with Section 10 (c) of the IFDPA, this Article contains provisions which vary from the terms of the IFDP A and as such are permissive subjects of bargaining. The parties recognize that certain provisions relating to mandatory subjects were compromised by the Village in consideration for agreement on the part of the Union to include provisions that modify the provisions of the IFDPA or waive the applications of such provisions. The parties respectively acknowledge that either party may propose modifications of this Article in the successor agreement and that such proposals may impact upon the balance established under this Article. In such event, the concessions made by either party under the terms of this Article shall not prejudice either party's rights to withdraw or modify such terms in regard to the negotiation of the terms of a successor article. It is further agreed, however, that the language of this Article shall remain in full force and effect for the term of the next Lieutenant's Eligibility list established under Section 24.11 of this Article, notwithstanding the expiration of the current collective bargaining agreement.

## **ARTICLE XXIV**

### **PROMOTIONS TO BATTALION CHIEF**

Section 24.1. Applicability. This Article shall only apply to promotions to the rank of Battalion Chief. It is agreed that the Fire Chief shall have the exclusive right to select the first three (3) employees to be promoted into the newly created position of Battalion Chief. Thereafter, employees shall be promoted into vacancies in this rank which the Village decides to fill in accordance with the following provisions of this Article.

Section 24.2. Initial Eligibility. A person in the rank of Lieutenant shall be eligible to participate in the Battalion Chief's promotional process after he or she has attained certification as a Fire Officer II, provisional. For purposes of determining eligibility under this Section, the Lieutenant must be eligible as of the first date of testing.

Section 24.3. Components. The following components will be included in the testing process, and accorded the weights indicated below in connection with establishment of the final eligibility list for promotion to the rank of Battalion Chief:

<b>Component</b>	<b>Maximum Points</b>	<b>Percentage Weight</b>
Fire Chief's Points	100	40%
Assessment Center	100	25%
Tactical Exercise/Assessment	100	25%
Written Exam	100	10%

Whenever possible, the promotional testing components shall be administered in the order stated above, starting with determination of seniority points, and ending with written exam. The points earned under each component will be disclosed to the candidate as soon as practical after the component is completed.

The points of each component will be reduced by the weight assigned to that component. The scores of all components shall then be added to produce a total score based upon a scale of 100 points, and then a preliminary promotion list shall be posted. No employee who has achieved a total score of less than seventy (70) points shall be placed on the promotion list, *i.e.* a score of seventy (70) points or greater shall be necessary to be considered for promotion. Any person on said list may, within ten (10) calendar days after the initial posting of the preliminary promotion list, file a written application for veteran's preference with the Village Director of Human Resources. Any person filing an application for veteran's preference shall meet the qualifications as provided in applicable law (65 ILCS 5/10-2.1-10) and file evidence of an honorable discharge from and proof of such service. The veteran's preference shall be calculated as provided in applicable law (65 ILCS 5/10-2.1-11), and added to the applicant's total score on the preliminary promotion list. Provided, however, that any person who has previously received a promotion from a promotion list on which his or her position was adjusted for veteran's preference shall not be eligible for any subsequent veteran's preference, *i.e.*, veteran's preference may not be used more than once. Thereafter, a final promotional list shall be posted.

Points awarded by the Fire Chief, Assessment Center and Tactical Exercise evaluators, and Interview Panel shall not be subject to challenge or dispute under the grievance procedure. The parties expressly agree that the content of any written exam or tactical simulation, including the exam format and design, and the identity of those who conduct such components, shall not be subject to the grievance procedure.

There shall be no monitors for any component of the testing process.

If a candidate wishes to withdraw from the promotional process before the completion of all the components of the promotional process, the candidate shall so advise the Village Human Resource Director in writing.

Section 24.4. Chief's Points. The Fire Chief will interview each eligible candidate who applies for the rank of Battalion Chief before the Chief's points are awarded. A component of the Chief's points will be an evaluation of the promotability potential of each candidate. This

evaluation will be conducted by at least three chief officers appointed by the Fire Chief, who will convene to rate the applicants based upon overall job performance. The use of physical criteria, including, but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process. (An employee's proper use of paid sick leave will not be considered when determining the Chief's points under this Article.) The raters will attempt to reach a consensus on each candidate. If the raters cannot reach a consensus, the high and low scores will be dropped and the remaining scores will be averaged to determine the score for the candidate. The Fire Chief will facilitate the promotability evaluation meeting with the chief officers involved in this process.

Section 24.5. Assessment Center. An independent vendor will conduct an assessment center, which shall consist of a series of practical exercises designed to measure supervisory and administrative skills and abilities.

Section 24.6. Tactical Exercise. The Village will use a panel of fire officers from other public sector jurisdictions to conduct the tactical exercise, which is designed to evaluate your ability to develop sound tactical decisions and associated strategies in response to common emergency incidents.

Section 24.7. Written Exam. The Village will post a reading list of the study materials for the written examination at least ninety (90) calendar days in advance of the date of the written examination, in each fire station.

Section 24.8. Duration of Final Promotion List. A final Battalion Chief's Eligibility List shall be effective for a period of two years from the date of its posting.

Section 24.9. Order of Selection. When there is a vacant or newly created position in the rank of battalion chief that the Village Board of Trustees has funded and authorized to be filled, the Village Manager shall appoint the person with the highest ranking on the final promotional list, except that the Village Manager shall have the right to pass over that person if the Village Manager has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of Battalion Chief. If the ranking person is passed over, the Village Manager shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest-ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once. If there is a dispute over the selection of the second highest ranked person, the highest ranked person may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article V of this Agreement; provided, however, to be considered timely, any such grievance must be filed within 48 hours of the time the employee has been advised that he/she is being passed over. Any such grievance will be filed at Step 3 of the grievance procedure. If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. A candidate may decline a promotion one time and retain his/her position on the list. Any candidate who twice refuses a promotion shall be removed from the final promotional list, provided that such action shall not prejudice a person's opportunity to participate in future promotional processes.

Section 24.10. Right of Review. Except as otherwise provided herein, any individual participant in the promotional process who believes that an error has been made with respect to his or her eligibility to take an examination, examination result, or placement or position on a promotion list may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article V of this Agreement; provided, however, to be considered timely, any such grievance must be filed within 48 hours of the time the final promotion list is posted or the candidate learns that an error may have been made, whichever comes first. Any such grievance will be filed at Step 3. If a grievance is filed concerning this Section or Article, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any promotion grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Battalion Chief.

Section 24.11. Precedence of Article and Duration. Pursuant to Section 10 (e) of the Fire Department Promotion Act ("IFDPA"), 50 ILCS 742, and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that the process for promotion to the rank of Battalion Chief for the term of this Agreement shall be governed solely by the provisions of this Article and that such provisions shall supercede the provisions of the Fire Department promotion Act ("IFDPA"), the Municipal Code, and the rules and regulations of the Village of Hanover Park with respect to promotions. The Village and the Union expressly waive any rights either may respectively otherwise possess under these statutes and rules. The parties recognize that in accordance with Section 10 (c) of the IFDPA, this Article contains provisions which vary from the terms of the IFDPA and as such are permissive subjects of bargaining. The parties recognize that certain provisions relating to mandatory subjects were compromised by the Village in consideration for agreement on the part of the Union to include provisions that modify the provisions of the IFDPA or waive the applications of such provisions. The parties respectively acknowledge that either party may propose modifications of this Article in the successor agreement and that such proposals may impact upon the balance established under this Article. In such event, the concessions made by either party under the terms of this Article shall not prejudice either party's rights to withdraw or modify such terms in regard to the negotiation of the terms of a successor article. It is further agreed, however, that the language of this Article shall remain in full force and effect for the term of any Battalion Chief's Eligibility list established under this Article, notwithstanding the expiration of the current collective bargaining agreement.

## **ARTICLE XXV**

### **TERMINATION & REOPENER**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the April 30th anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the April 30th anniversary date.

Reopener Provision. Either party to this Agreement may notify the other in writing at least ninety (90) days prior to April 30, 2013, that it desires to reopen this Agreement. The scope of such reopener negotiations shall be limited to the amount of a wage adjustment under

Section 12.1 for the fiscal years beginning May 1, 2013 and May 1, 2014, and shall not include any other subject, unless mutually agreed upon by the parties. In the event an impasse is reached with respect to the issue subject to such reopener negotiations, the matter shall be resolved, as to such issue, pursuant to Section 14 of the Illinois Public Labor Relations Act.

Executed this 2<sup>nd</sup> day of August, 2012.

**Village of Hanover Park**

**Hanover Park Professional Firefighter's Association, IAFF Local 3452**

By: [Signature]  
Village President

By: [Signature]  
Village Manager

By: [Signature]  
President

By: [Signature]  
Vice President

Attest:

Eira L. Corral  
Village Clerk  
by Josephine Avila  
Deputy Clerk

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest:

[Signature]  
Secretary/Treasurer

WAGE SCHEDULE

<b>Beginning May 1, 2012</b>	<b>2.00% ATB</b>
<b>Firefighter/Paramedic</b>	
Start	\$ 51,326.93
After 1 year	\$ 54,095.15
After 2 years	\$ 63,206.95
After 3 years	\$ 66,607.71
After 4 years	\$ 70,187.49
After 5 years	\$ 73,955.67
<b>Lieutenant</b>	<b>\$ 86,034.83</b>

**Beginning May 1, 2013**  
Wages subject to reopener per Agreement

**Beginning May 1, 2014**  
Wages subject to reopener per Agreement

Illinois Compiled Statutes  
Employment  
Personnel Record Review Act  
820 ILCS 40/

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**(820 ILCS 40/)**

(820 ILCS 40/0.01)

Sec. 0.01. Short title. This Act may be cited as the Personnel Record Review Act. (Source: P.A. 86-1324.)

(820 ILCS 40/1)

Sec. 1. Definitions. As used in this Act:

(a) "Employee" means a person currently employed or subject to recall after layoff or leave of absence with a right to return at a position with an employer or a former employee who has terminated service within the preceding year.

(b) "Employer" means an individual, corporation, partnership, labor organization, unincorporated association, the State, an agency or a political subdivision of the State, or any other legal, business, or commercial entity which has 5 employees or more than 5 employees exclusive of the employer's parent, spouse or child or other members of his immediate family and includes an agent of the employer. (Source: P.A. 83-1339.)

(820 ILCS 40/2)

Sec. 2. Open Records. Every employer shall, upon an employee's request which the employer may require be in writing on a form supplied by the employer, permit the employee to inspect any personnel documents which are, have been or are intended to be used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action, except as provided in Section 10. The inspection right encompasses personnel documents in the possession of a person, corporation, partnership, or other association having a contractual agreement with the employer to keep or supply a personnel record. An employee may request all or any part of his or her records, except as provided in Section 10. The employer shall grant at least 2 inspection requests by an employee in a calendar year when requests are made at reasonable intervals, unless otherwise provided in a collective bargaining agreement. The employer shall provide the employee with the inspection opportunity within 7 working days after the employee makes the request or if the employer can reasonably show that such deadline cannot be met, the employer shall have an additional 7 days to comply. The inspection shall take place at a location reasonably near the employee's place of

employment and during normal working hours. The employer may allow the inspection to take place at a time other than working hours or at a place other than where the records are maintained if that time or place would be more convenient for the employee. Nothing in this Act shall be construed as a requirement that an employee be permitted to remove any part of such personnel records or any part of such records from the place on the employer's premises where it is made available for inspection. Each employer shall retain the right to protect his records from loss, damage, or alteration to insure the integrity of the records. If an employee demonstrates that he or she is unable to review his or her personnel record at the employing unit, the employer shall, upon the employee's written request, mail a copy of the requested record to the employee. (Source: P.A. 83-1362.)

(820 ILCS 40/3)

Sec. 3. Copies. After the review time provided in Section 2, an employee may obtain a copy of the information or part of the information contained in the employee's personnel record. An employer may charge a fee for providing a copy of such information. The fee shall be limited to the actual cost of duplicating the information. (Source: P.A. 83-1104.)

(820 ILCS 40/4)

Sec. 4. Personnel record information which was not included in the personnel record but should have been as required by this Act shall not be used by an employer in a judicial or quasi-judicial proceeding. However, personnel record information which, in the opinion of the judge in a judicial proceeding or the hearing officer in a quasi-judicial proceeding, was not intentionally excluded from the personnel record may be used by the employer in the proceeding if the employee agrees or has been given a reasonable time to review the information. Material which should have been included in the personnel record shall be used at the request of the employee. (Source: P.A. 83-1104.)

(820 ILCS 40/5)

Sec. 5. Personnel Record Inspection by Representative. An employee who is involved in a current grievance against the employer may designate in writing a representative of the employee's union or collective bargaining unit or other representative to inspect the employee's personnel record which may have a bearing on the resolution of the grievance, except as provided in Section 10. The employer shall allow such a designated representative to inspect that employee's personnel record in the same manner as provided under Section 2. (Source: P.A. 83-1362.)

(820 ILCS 40/6)

Sec. 6. Personnel Record Correction. If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement cannot be reached, the employee may submit a written

statement explaining the employee's position. The employer shall attach the employee's statement to the disputed portion of the personnel record. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the employer, shall not imply or create any presumption of employer agreement with its contents. If either the employer or the employee knowingly places in the personnel record information which is false, the employer or employee, whichever is appropriate, shall have remedy through legal action to have that information expunged. (Source: P.A. 83-1104.)

(820 ILCS 40/7)

Sec. 7. (1) An employer or former employer shall not divulge a disciplinary report, letter of reprimand, or other disciplinary action to a third party, to a party who is not a part of the employer's organization, or to a party who is not a part of a labor organization representing the employee, without written notice as provided in this Section.

(2) The written notice to the employee shall be by first-class mail to the employee's last known address and shall be mailed on or before the day the information is divulged.

(3) This Section shall not apply if:

- (a) the employee has specifically waived written notice as part of a written, signed employment application with another employer;
- (b) the disclosure is ordered to a party in a legal action or arbitration; or
- (c) information is requested by a government agency as a result of a claim or complaint by an employee, or as a result of a criminal investigation by such agency. (Source: P.A. 83-1104.)

(820 ILCS 40/8)

Sec. 8. An employer shall review a personnel record before releasing information to a third party and, except when the release is ordered to a party in a legal action or arbitration, delete disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than 4 years old. (Source: P.A. 83-1104.)

(820 ILCS 40/9)

Sec. 9. An employer shall not gather or keep a record of an employee's associations, political activities, publications, communications or nonemployment activities, unless the employee submits the information in writing or authorizes the employer in writing to keep or gather the information. This prohibition shall not apply to the activities that occur on the employer's premises or during the employee's working hours with that employer which interfere with the performance of the employee's duties or the duties of other employees or activities, regardless of when and where occurring, which constitute criminal conduct or may reasonably be expected to harm the employer's property, operations or business, or

could by the employee's action cause the employer financial liability. A record which is kept by the employer as permitted under this Section shall be part of the personnel record. (Source: P.A. 91-357, eff. 7-29-99.)

(820 ILCS 40/10)

Sec. 10. Exceptions. The right of the employee or the employee's designated representative to inspect his or her personnel records does not apply to:

- (a) Letters of reference for that employee or external peer review documents for academic employees of institutions of higher education.
- (b) Any portion of a test document, except that the employee may see a cumulative total test score for either a section of or the entire test document.
- (c) Materials relating to the employer's staff planning, such as matters relating to the business' development, expansion, closing or operational goals, where the materials relate to or affect more than one employee, provided, however, that this exception does not apply if such materials are, have been or are intended to be used by the employer in determining an individual employee's qualifications for employment, promotion, transfer, or additional compensation, or in determining an individual employee's discharge or discipline.
- (d) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
- (e) An employer who does not maintain any personnel records.
- (f) Records relevant to any other pending claim between the employer and employee which may be discovered in a judicial proceeding.
- (g) Investigatory or security records maintained by an employer to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the employer's property, operations, or business or could by the employee's activity cause the employer financial liability, unless and until the employer takes adverse personnel action based on information in such records. (Source: P.A. 85-1440.)

(820 ILCS 40/11)

Sec. 11. This Act shall not be construed to diminish a right of access to records already otherwise provided by law. (Source: P.A. 83-1104.)

(820 ILCS 40/12)

Sec. 12. (a) The Director of Labor or his authorized representative shall administer and enforce the provisions of this Act. The Director of Labor may issue rules and regulations necessary to administer and enforce the provisions of this Act.

- (b) If an employee alleges that he or she has been denied his or her rights under this Act, he or she may file a complaint with the Department of Labor. The Department shall investigate the complaint and shall have authority to request the issuance of a search warrant or subpoena to inspect the files of the employer, if necessary. The Department shall attempt to resolve the complaint by conference, conciliation, or persuasion. If the complaint is not so resolved and the Department finds the employer has violated the Act, the Department may commence an action in the circuit court to enforce the provisions of this Act including an action to compel compliance. The circuit court for the county in which the complainant resides, in which the complainant is employed, or in which the personnel record is maintained shall have jurisdiction in such actions.
- (c) If an employer violates this Act, an employee may commence an action in the circuit court to enforce the provisions of this Act, including actions to compel compliance, where efforts to resolve the employee's complaint concerning such violation by conference, conciliation or persuasion pursuant to subsection (b) have failed and the Department has not commenced an action in circuit court to redress such violation. The circuit court for the county in which the complainant resides, in which the complainant is employed, or in which the personnel record is maintained shall have jurisdiction in such actions.
- (d) Failure to comply with an order of the court may be punished as contempt. In addition, the court shall award an employee prevailing in an action pursuant to this Act the following damages:
  - (1) Actual damages plus costs.
  - (2) For a willful and knowing violation of this Act, \$200 plus costs, reasonable attorney's fees, and actual damages.
- (e) Any employer or his agent who violates the provisions of this Act is guilty of a petty offense.
- (f) Any employer or his agent, or the officer or agent of any private employer, who discharges or in any other manner discriminates against any employee because that employee has made a complaint to his employer, or to the Director or his authorized representative, or because that employee has caused to be instituted or is about to cause to be instituted any proceeding under or related to this Act, or because that employee has testified or is about to testify in an investigation or proceeding under this Act, is guilty of a petty offense. (Source: P.A. 84-525.)

(820 ILCS 40/13)

Sec. 13. An employer shall not gather or keep a record identifying an employee as the subject of an investigation by the Department of Children and Family Services if the investigation by the Department of Children and Family Services resulted in an unfounded report as specified in the Abused and Neglected Child Reporting Act.

An employee upon receiving written notification from the Department of Children and Family Services that an investigation has resulted in an unfounded report shall take the written notification to his or her employer and have any record of the investigation expunged from his or her employee record.

(Source: P.A. 87-400.)

**VILLAGE OF HANOVER PARK**

**REIMBURSEMENT AGREEMENT FOR FIREFIGHTER/ACTIVE LICENSE  
PARAMEDIC WITH THE VILLAGE OF HANOVER PARK**

The undersigned, having been appointed a PROBATIONARY FIREFIGHTER/ACTIVE LICENSE PARAMEDIC for the Village of Hanover Park (hereinafter referred to as the Village) on \_\_\_\_\_, 20\_\_\_, hereby acknowledges the following:

If I choose to resign my employment with the Village of Hanover Park in order to accept employment elsewhere in the capacity of a firefighter or Active License Paramedic for any other jurisdiction, prior to completing a total of two (2) years with this Village (including the probationary period), I shall reimburse the Village their NET cost for my attendance at the Firefighter II/Firefighter Basic course (tuition and travel), less any reimbursement the Village may receive for tuition and travel costs, on a prorated basis. I shall return any and all uniforms and equipment issued by the Village.

By my signature below, I hereby authorize the Village to automatically deduct any money due the Village as a result of this Agreement and specifically paragraph 4, above, from my last regular pay check; or, if there are insufficient funds, I shall be obligated to pay the remainder directly to the Village. This provision shall not apply in the event I, or my subsequent employer, have previously settled any obligation I incur with the Village on account of this agreement.

**I HAVE READ THE FOREGOING REIMBURSEMENT AGREEMENT, I FULLY UNDERSTAND THE TERMS OF THE AGREEMENT, AND I HEREBY VOLUNTARILY ENTER INTO THIS AGREEMENT.**

\_\_\_\_\_  
**Signature of Probationary Firefighter/ Active License Paramedic**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Village of Hanover Park**

\_\_\_\_\_  
**Date**

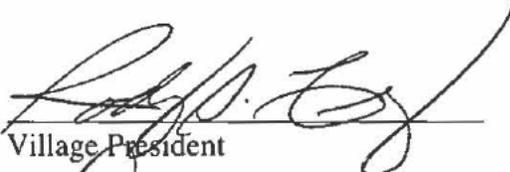
**Side Letter  
LETTER OF AGREEMENT**

The parties agree that there are a minimum of fifteen (15) full-time bargaining unit positions.

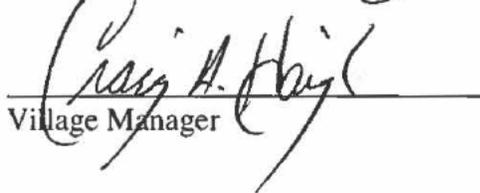
Dated Aug 2<sup>nd</sup>, 2012

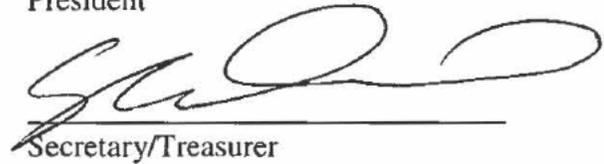
VILLAGE OF HANOVER PARK

HANOVER PARK PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
LOCAL 3452, IAFF, AFL-CIO/CLC

  
Village President

  
President

  
Village Manager

  
Secretary/Treasurer