

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**VILLAGE OF HANOVER PARK**

**and**

**SEIU, LOCAL 73**

**2011-2015**

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PREAMBLE

THIS AGREEMENT entered into by the Village of Hanover Park (hereinafter referred to as the “Village” or the “Employer”) and Service Employees International Union, Local 73 (hereinafter referred to as the “Union”), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees.

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 AND REPRESENTATION

Section 1.     Recognition. The Village recognizes the Union as the exclusive bargaining representative for all part-time paid-on-call firefighters in the Village of Hanover Park Fire Department. Excluded from the bargaining unit are all other Village employees, including but not limited to, full-time sworn firefighter/paramedics and lieutenants, shift officers, the deputy chief, the fire chief, and all professional employees, short-term employees, supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act, as amended.

Section 2.     Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be construed to refer to both male and female employees.

## ARTICLE II

### UNION RIGHTS

Section 1.     Dues Check Off. During the term of this Agreement, the Village will deduct Union dues from the paychecks of each employee in the bargaining unit who has submitted a dues checkoff authorization in the form set forth in Exhibit 1 to this Agreement. Said dues shall be deducted from the first paycheck issued to such employee during each month this Agreement is in effect. (Pay periods and determination of the first monthly check are determined by the Village.)

The Financial Officer of the Union shall notify the Human Resource Director or her designee by certified mail of the amount of uniform dues to be deducted. The Union may change the dues schedule once each year during the term of this Agreement by giving the Village at least thirty (30) days advance written notice of the change. The Village will promptly remit to the Union Financial Officer those dues which are deducted from employee paychecks under this Section upon receipt of invoice from the Union.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deducted, the Union shall be responsible for collection of any dues directly from the employee. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 2.     Fair Share. During the term of this Agreement, employees who do not chose to become dues paying members of the Union shall, commencing sixty (60) days after their employment or sixty days after the date this Agreement is executed, whichever is later, pay a fair share fee 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 fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the Village a list of the members 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 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 to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292 (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 fee 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 to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure 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 to a non-religious charitable organization mutually agreed upon by the employee and the Union. 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 Labor Relations Board and the payment shall be made to said organization.

Section 3.     Indemnification. The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agencies and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the foregoing provisions of this Article, or in reliance on any written checkoff authorization, certification or affidavit furnished under any of such provisions.

### ARTICLE III

#### UNION BULLETIN BOARD

Section 1. Bulletin Board. The Village agrees to place a bulletin board (with a locking glass cover) at least 2 feet by 3 feet in a non-public area in a fire station, which the Union may use to post notices pursuant to the provisions of this Article.

Section 2. Use. The Union bulletin board shall be used for posting of Union notices and shall be restricted to the following:

- (a) Notice of Union recreational and social activities;
- (b) Notice of Union elections and results of such elections;
- (c) Notice of Union appointments; and
- (d) Notice of Union meetings, committee meetings and reports and minutes of said meetings.

All posting shall be non-inflammatory, non-partisan and in good taste, and in accordance with Village policy. A Union steward shall initial any material posted on the Union bulletin board. If the Union desires to post any other information or material, the Union shall first submit a copy of same to the Fire Chief or his designee for prior approval. The Fire Chief shall have the sole discretion to approve or disapprove all postings.

Section 3. Removal of Posted Material. Any material posted on the Union bulletin board in violation of this Article may be removed by any supervisor accompanied by a local Union Steward or representative.

Section 4. Union Responsibility. All costs incident to preparing and posting Union material will be borne by the Union. The Union is responsible for posting approved material on its designated bulletin board and for maintaining such bulletin board in an orderly condition.

## ARTICLE IV

### MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the places, means, methods and number of personnel needed to carry out the Village's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and continued employment, 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 overtime; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders and policies; to discipline, suspend and discharge employees; to change or eliminate existing methods, equipment or facilities; to layoff employees; to contract out for goods and services; to evaluate performance and productivity and establish awards or sanctions for various levels of performance; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the President of the Village Board of Trustees or by the Village Manager, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

## ARTICLE V

### LABOR MANAGEMENT COMMITTEE

At the request of the Union or the Village, a Labor Management Committee shall meet to discuss matters of mutual concern that do not involve negotiations or matters being processed pursuant to the grievance procedure. The President of the Union shall designate up to three bargaining unit employees to attend such meetings, and the Village Manager shall designate up to three Village employees plus one note taker to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) calendar days prior to the date of the meeting. Labor Management meetings shall be held during regular business hours as maintained at the Village Hall. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Union and the Village. If such a meeting is held during the regular working hours of any Union employee on the Committee, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor Management Committee is intended to improve communications and shall be advisory only.

## ARTICLE VI

### HOURS OF WORK AND OVERTIME

Section 1. Application of Article. This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle.

Section 2. Regular Work Day. The regular work day for employees shall be twelve hours (0700-1900 and/or 1900-0700). If an employee is temporarily assigned to training or a special assignment, the Village may assign such employee to a shorter work day, with as much advance notice as practicable.

Section 3. Work Cycle. The normal work cycle under Section 7K of the federal Fair Labor Standards Act (FSLA) for employees covered by this Agreement shall be 28 days. If the Village temporarily assigns an employee to training or a special assignment, the Village reserves the right to place such employee on a 40 hour, seven day work schedule.

Section 4. Overtime Pay. An employee shall be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours worked in excess of 212 in the employee's twenty-eight (28) day work cycle.

Before any employee may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by the employee's immediate non-bargaining unit supervisor. Time worked shall not include any uncompensated periods, nor shall it include any paid leaves of absence.

Section 5. Changes in Regular Work Day or Regular Work Cycle. Should it be necessary in the Village's judgment to establish a schedule departing from the regular work day or the regular work cycle, or to change the shift schedule of an employee or employees, the

Village will give, if practicable, at least twenty-four (24) hours advance notice of such change to all employees directly affected by such change. This does not apply to overtime assignments, holdovers or call backs.

Section 6. Holdovers and Call In Pay.

(A) Holdovers. If the Village requires an employee to remain at work past his shift ending time without prior notice, then the employee will be paid at time and one half his regular straight time hourly rate for the holdover period. The holdover period shall be contiguous to employee's regular hours of work. This Section shall not apply if an employee elects to work two consecutive 12 hour shifts, in which case the employee shall be paid straight time for the entire 24 hour period.

(B) Call Back. If the Village requires an employee to report for duty outside the employees scheduled hours of work without prior notice, then such employee shall receive a minimum of one (1) hour of pay or pay for the actual time worked, whichever is greater, at time and one half the employee's regular straight time hourly rate. This section shall not be applicable to scheduled overtime.

Section 7. Employee Shift Exchange. An employee may have another bargaining unit employee with equal or greater qualifications substitute for him by performing work in the same capacity for the employee's entire scheduled work day (or a portion thereof), provided the substitution does not interfere with the operation of the Department, and subject to advance approval by the Fire Chief or his designee. When an employee demonstrates that he or she was unable to obtain a substitute with "equal or greater qualifications" in a specific situation, the Fire Chief may permit the shift exchange, provided the Chief determines the substitute employee possesses the necessary qualifications for the shift in question. A shift exchange must be

requested at least forty eight (48) hours in advance, unless this requirement is waived by the Fire Chief in a specific instance. The hours worked by the substitute employee shall be excluded by the Village in the calculation of hours for which the substitute employee would otherwise be entitled to compensation, including overtime compensation. If a substitute employee works another employee's scheduled work shift in accordance with this Section, then the hours worked by the substitute employee shall only be counted as hours worked by the employee who was originally scheduled to work that shift. It is expressly understood that as a result of approving a voluntary request to exchange shifts the Village will not incur any overtime liability.

Section 8.     No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

## ARTICLE VII

### GRIEVANCE PROCEDURE

Section 1.    Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement.

Section 2.    Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

- STEP 1:        Any employee who has a grievance shall submit the grievance in writing to the Battalion Chief or his designee, 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 relief requested. All grievances must be presented no later than seven (7) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The Battalion Chief or his designee shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.
- STEP 2:        If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Fire Chief within seven (7) days after receipt of the Village’s answer at Step 1. Thereafter, the Fire Chief or his designee and other appropriate individual(s) as desired by the Fire Chief, shall meet with the grievant and a Union representative within ten (10) days of receipt of the grievant’s appeal, if at all possible. If no agreement is reached, the Fire Chief or designee shall submit a written answer to the grievant and Union within fourteen (14) calendar days following the meeting.
- STEP 3:        If the grievance is not settled at Step 3 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Village Manager within seven (7) days after receipt of the Village’s answer at Step 2. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village

Manager, shall meet with the grievant and a Union representative within ten (10) days of receipt of the grievant's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the grievant and Union within fourteen (14) calendar days following the meeting.

Section 3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fifteen (15) days of receipt of the Village's written answer as provided to the Union at Step 3:

- (a) The parties shall attempt to agree upon an arbitrator within ten (10) days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village 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 where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, 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.

Section 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 the Second Step. 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 laws, or of rules and regulations of 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 shall be final and binding.

Section 5. Time Limit for Filing. No grievances shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the first occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the 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 6.     Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

Section 7.     Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

## ARTICLE VIII

### NO STRIKE-NO LOCKOUT

Section 1.     No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing (with respect to wages, hours or terms and conditions of employment) 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. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 2.     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.

Section 3.     Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

## ARTICLE IX

### SENIORITY

Section 1.     Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous employment in a position covered by this Agreement.

Section 2.     Probationary Period. The probationary period for all new employees and those hired after loss of seniority shall consist of twelve (12) months of actual work. **Provided, however, an employee who is rehired within six (6) months of a voluntary resignation in good standing will be considered probationary for the first six (6) months of work, rather than 12 months.** The Village may, at its sole discretion, extend any employee's probationary period for up to an additional six (6) months of actual work. During an employee's probationary period, the employee may be suspended, laid off or terminated at the sole discretion of the Village, without cause. No grievance or other Village appeal shall be presented or entertained in connection with any such suspension, layoff or termination.

Section 3.     Regular Employee Status. Following an employee's successful completion of the probationary period, the employee shall attain regular employee status. A regular employee may join the Village credit union and participate in the Village's Employee Assistance Plan ("EAP"), as the same may be changed from time to time by the Village. Upon successful completion of the probationary period, a regular employee shall acquire seniority which shall be retroactive to the last date of hire with the Village in a position covered by this Agreement.

Section 4.     Seniority List. On or before January 15th of each new calendar year, the Village will post and provide the Union with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such

errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the Union's receipt of the list.

Section 5. Layoffs. If the Village in its discretion determines that a layoff of an employee or employees within a position classification covered by this Agreement is necessary, then the Village will normally consider skill and ability when deciding which employee or employees to layoff. If skill and ability are equal between two (2) affected employees, then seniority shall be the determining factor.

Regular employees who are laid off pursuant to the above paragraph shall be placed on a recall list for a maximum period of one year following the date of layoff. 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 presently qualified to perform the work in the job classification to which they are recalled without further training. An employee may only be recalled to the same job classification in this bargaining unit from which they were laid off.

It shall be the responsibility of an employee on the recall list to provide the Employer with an address to which a recall notice can be sent. Any employee who declines a recall under this Section shall forfeit further recall rights.

Section 6. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires;
- (d) fails to report for work at his assigned shift following the conclusion of an authorized leave of absence;

- (e) is laid off and fails to notify the Village of his intent to return to work within three (3) days after receiving notification of recall or fails to report to work within ten (10) calendar days after receiving notification of recall;
- (f) is laid off for a period in excess of one year;
- (g) does not perform work for the Village for a period in excess of 12 months, unless the employee remains on an approved unpaid leave of absence; or
- (h) is absent for two (2) or more shifts in a 12 month period without properly notifying the Village.

## ARTICLE X

### LEAVES OF ABSENCE

Section 1.     Jury Leave. Any employee who is summoned to serve on a jury or grand jury shall be excused from work for the shifts or portions thereof on which the employee must be present for such jury service and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror.

Section 2.     Leave for Military Reserve Duty. Unpaid leave for employees who are members of the Military Reserve (or National Guard unit) will be granted pursuant to applicable law.

Section 3.     Family and Medical Leave Act of 1993. The Employer may alter, adopt and enforce policies in compliance with the Family and Medical Leave Act of 1993 ("FMLA").

Section 4.     Special Leaves Without Pay. An employee may, upon written request to the Fire Chief, be granted at the Village's sole discretion a special unpaid leave of absence under such terms and conditions as the Village may establish.

Section 5.     Union Business Leave. Employees elected or appointed to represent the Union will be permitted reasonable time off, without pay, to attend regular or special meetings of the Union, conferences or conventions or seminars of firefighter's unions. Any employee desiring such time off shall submit a written request to the Fire Chief or the Chief's designee not less than fourteen (14) days in advance of the requested dates off. Approval of such unpaid time off shall not be unreasonably withheld.

ARTICLE XI

WAGES

Section 1. Hourly Rates. Employees shall be paid for hours worked on the basis of the following hourly rates:

<b>PAID-ON-CALL FIREFIGHTERS -- PAY RANGE</b>				
	<b>5/1/2011</b>	<b>5/1/2012</b>	<b>5/1/2013</b>	<b>5/1/2014</b>
Fire Academy	\$ 10.95	\$ 11.17	\$ 11.39	\$ 11.62
EMT-B Post Academy Probation	\$ 14.60	\$ 14.89	\$ 15.19	\$ 15.49
EMT-B After 1 year	\$ 14.78	\$ 15.07	\$ 15.38	\$ 15.68
EMT-B After 3 years	\$ 15.08	\$ 15.38	\$ 15.69	\$ 16.01
EMT-B After 5 years	\$ 15.47	\$ 15.78	\$ 16.10	\$ 16.42
EMT-P Post Academy Probation	\$ 15.20	\$ 15.76	\$ 16.07	\$ 16.38
EMT-P After 1 year	\$ 15.39	\$ 15.94	\$ 16.26	\$ 16.58
EMT-P After 3 years	\$ 15.69	\$ 16.25	\$ 16.57	\$ 16.90
EMT-P After 5 years	\$ 16.12	\$ 16.69	\$ 17.02	\$ 17.35

Note: Effective in years 2012, 2013 and 2014, there is an additional \$0.25 per hour in the wage schedule for an EMT-P.

All employees shall be an EMT-B or above. A new hire shall be paid the starting rate until he or she becomes a Firefighter II, and shall thereafter move to the EMT-B or EMT-P pay scale, as applicable. In order to be eligible for the Firefighter II/EMT-B rate of pay, the employee must be a Firefighter II and an EMT-B in good standing. Likewise, in order to be eligible for the Firefighter II/EMT-P rate of pay, the employee must be a Firefighter II and an EMT-P in good standing. Any employee who does not attain Firefighter II/EMT-B status within 12 months of date of hire shall be subject to automatic dismissal. All employees shall be expected to function at the level of their certification or licensure.

Section 2. Certification Pay. Non-probationary employees who possess, and maintain, the following Illinois State Fire Marshal certifications shall have their hourly rate increased as follows:

Certification	Prior to May 1, 2013	Effective May 1, 2013
Firefighter III / Advanced Firefighter	.25 per hour	.35 per hour
Fire Apparatus Engineer	.25 per hour	.35 per hour
Haz-mat Techicians	.25 per hour	.35 per hour

Section 3. Holiday Pay. A bargaining unit employee who works a full 12 hour shift on any or all of the following holidays shall be paid time and a half his regular straight time hourly rate for such hours of work:

January 1

Memorial Day

July 4

Labor Day

Thanksgiving Day

Friday after Thanksgiving

December 24

December 25

Note: Unless otherwise excused by the Fire Chief or the Chief's designee in a specific instance, each employee shall be expected to work or bid at least three (3) holidays each calendar year from a holiday calendar work schedule established by the Fire Chief or the Chief's designee. Any or all employees who fail to do so shall be subject to discipline, up to and including dismissal.

## ARTICLE XII

### DISCIPLINE AND DISCHARGE

Except as otherwise provided herein, a non-probationary employee who is discharged, or suspended without pay for more than three (3) scheduled 12 hour shifts, may appeal such discipline by filing a timely grievance under Article VII of this Agreement with respect to whether or not just cause for such discipline existed. Lessor forms or other types of discipline shall not be grievable. Provided, however, that any employee who is terminated for not reporting to work as scheduled, for not maintaining EMT status, for not fulfilling minimum training requirements, or for violating the minimum shift bidding clause shall not be entitled to appeal such discipline under the Grievance Procedure or any other Village policy or ordinance. The Grievance Procedure set forth in this Agreement completely replaces, and is not in addition to, the jurisdiction of the Village Personnel Board.

ARTICLE XIII

MISCELLANEOUS

Section 1. Quatermaster System. Employees shall wear and maintain such uniforms and equipment as may be required by the Village. The Village will provide and replace certain uniform and equipment items through a quatermaster system, pursuant to such policies and procedures as the Village may determine from time to time. The initial issue for new employees shall include the following:

- 1 badge
- 1 name tag
- 3 pair of pants
- 3 button shirts (long or short, as selected by the employee)
- 1 job shirt
- 1 turtle neck
- 3 T shirts
- 1 three season jacket

Any additional uniform or equipment items shall be purchased by the employee. Village issued uniforms and equipment shall be returned to the Village at time of separation of employment. Individual employees are responsible for cleaning and maintaining their Village issued uniform and equipment items in accordance with Department standards.

Section 2. Shoe Allowance. All station footwear (shoes or boots) shall be steel toed and conform to Department requirements. Once each fiscal year, an eligible employee may be reimbursed for up to \$50 towards the cost of purchasing such footwear. To be eligible for this annual benefit, the employee must have worked for the Village at least 600 hours during the prior fiscal year and be a member in good standing. Station footwear is not covered by the quatermaster system.

Section 3. Training. In classroom hours spent by an employee attending training classes specifically assigned by the Village will be counted as hours worked, including EMS

continuing education, weekly drills, and provisional ride time. Provided, however, time spent by an employee to obtain paramedic certification or clinical hours for paramedic recertification will not be considered hours worked. In addition, no employee will be eligible for reimbursement of training costs or expenses unless specifically approved in advance, in writing, by the Fire Chief.

Section 4. Training Reimbursement Agreements. The Village reserves the right to require all new employees to enter into an individual training reimbursement agreement, pursuant to which such employee will be required to reimburse the Village for certain expenses, including training, uniforms and equipment, should such employee terminate his employment for the purpose of working for any other jurisdiction's fire department or paramedic service within thirty-six (36) months of date of hire. The Union waives any objection to the terms of any such agreement, including the enforcement of such agreements.

Section 5. Personnel Records. An employee shall be provided with access to his or her personnel record in accordance with the Illinois Personnel Record Review Act, as amended, 820 ILCS 40/0.01.

Section 6. Medical Examination. If, at any time, there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence of more than 2 shifts in a one year period, the Village may require, at its expense, that the employee have a physical and/or psychological examination by a qualified and licensed physician or other medical expert designated by a physician selected by the Village. A drug or alcohol test may be required as part of any medical examination required under this Section. In addition, the Village may require annual respirator testing.

Section 7. Americans With Disabilities Act. The parties agree that the Employer may, notwithstanding any other provisions of this Agreement, take action that is in accord with

what is legally permissible under the Americans With Disabilities Act (“ADA”) in order to be in compliance with the ADA.

Section 8. Employee Assistance Plan. During the term of this Agreement, the Village will maintain an employee assistance plan (EAP). Eligible employees may seek assistance from the Village’s EAP on a confidential basis, and the Village may refer an employee to the EAP.

Section 9. Drug and Alcohol Testing. The Village may require employees to submit to a urinalysis test and/or other appropriate drug or alcohol testing at a time and place designated by the Village when, in the opinion of the Fire Chief or his designee, there is sufficient cause for such testing, i.e., reasonable individualized suspicion. Without limiting the foregoing, drug or alcohol testing may also be required at any time when an employee is involved in any work-related incident which has resulted in personal injury or property damage. In addition, the parties agree that employees shall be subject to such drug or alcohol testing, and/or criminal background checks, as may be required by the EMS Medical Director, or in conjunction with Allied Health Training.

At the time of any urinalysis or other test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis or other test. If an employee tests positive in any such test, the test results shall be submitted to the Fire Chief for appropriate action. If an employee tests negative, then the test results shall be filed as a confidential medical record.

Prohibition. Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the Village, abuse of prescribed drugs, failure to report to the Fire Chief any known adverse side effects of medication or prescription drugs

which the employee may be taking, consumption or possession of alcohol while on duty, or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of .02% or greater), shall be grounds for immediate termination.

Section 10. No Solicitation. The Union agrees that none of its employees, agents or members will solicit Village merchants, residents or citizens located within the Village for monetary contributions or donations of any kind on behalf of the Union during the term of this Agreement.

Section 11. Precedence of Agreement. If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Village ordinance, Village Personnel Policies or Fire Department Policies or Rules which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 12. Minimum Shift Bidding. Unless excused by the Fire Chief or the Chief's designee in a specific instance, all employees are expected to bid or work at least two (2) twelve hour shifts per week, each week of the year, in accordance with the existing bid process, as the same maybe changed from time to time by the Fire Chief or his designee. (While an employee is expected to bid or work 2 such shifts per week, nothing herein shall be construed as a guarantee by the Village that an employee will be scheduled to work a minimum number of hours per week or per work cycle.) If an employee wishes to be excused from this requirement due for a period of time, such employee shall submit such request to the Fire Chief or the Chief's designee at least thirty (30) days in advance, **unless this requirement is waived by the Fire Chief in a specific instance for good cause shown.**

An employee shall not normally be permitted to work more than sixty (60) consecutive shift hours, absent an emergency or other extenuating circumstances. This clause shall not affect

an employee's ability to perform non-shift work, as assigned by the Village, including, but not limited to, training, public education and inspections.

ARTICLE XIV

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XV

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article IV.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law 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 Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

ARTICLE XVI

DURATION AND TERM OF AGREEMENT

Section 1. Termination in 2015. 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 sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

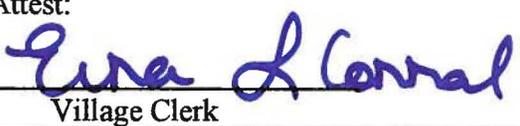
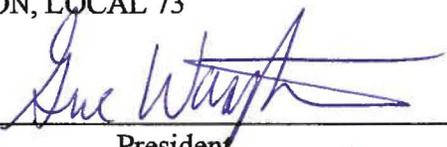
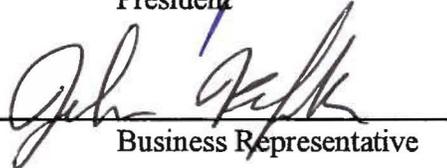
<p>VILLAGE OF HANOVER PARK</p> <p>By:  Village President</p> <p>By:  Village Manager</p> <p>Date: <u>1/7/2012</u></p> <p>Attest:  Village Clerk</p>	<p>SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73</p> <p>By:  President</p> <p>By:  Business Representative</p>
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EXHIBIT 1

VOLUNTARY DUES CHECKOFF AUTHORIZATION

I hereby authorize the Village of Hanover Park to deduct from my pay the uniform dues of Service Employees International Union, Local 73 ("Union") and to remit said amounts directly to the Union on my behalf. I understand that I may revoke this authorization at any time, by providing at least thirty (30) days advance written notice of the revocation to the Village.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date