

AGREEMENT

Between

VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

and

**ELK GROVE VILLAGE FIREFIGHTERS ASSOCIATION,
LOCAL NO. 2340, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO, CLC**

May 1, 2007 Through April 30, 2012

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ARTICLE I
PREAMBLE

This Agreement is entered into by the Village of Elk Grove Village, Illinois (hereinafter referred to as the “Employer” or the “Village”), and the Elk Grove Village Firefighters Association, Local No. 2340 of the International Association of Firefighters, AFL-CIO, CLC (hereinafter referred to as the “IAFF” or the “Union”) effective May 1, 2007.

ARTICLE II
RECOGNITION

The Village hereby recognizes the Union as the sole and exclusive Collective Bargaining representative for a bargaining unit consisting of:

All full-time sworn Fire Lieutenant Paramedics, Fire Lieutenants, Firefighter Paramedics, Firefighters and Probationary Firefighters in the Village of Elk Grove Village below the rank of Battalion Chief.

Excluded are all other employees, including but not limited to Battalion Chiefs, Assistant Chief, Deputy Chiefs, Chief, Training Officer, Fire Inspector, and all Supervisory, Managerial, Confidential, and professional employees as defined by the Act, and all other employees of the Fire Department and the Village of Elk Grove Village.

ARTICLE III
NON-DISCRIMINATION

Section 3.1. Discrimination Prohibited. The Village and the Union agree that they will not discriminate against any person with respect to Union membership or non-membership, age, sex, marital status, race, creed, national origin, religion, disability or political affiliation in violation of State or Federal Law.

Section 3.2. Gender. Whenever a specific gender is used in this agreement, it shall be construed to include both male and female employees.

ARTICLE IV
UNION SECURITY AND RIGHTS

Section 4.1. Dues Checkoff. While this Agreement is in effect, the Village will deduct from each employee's paycheck once each pay period the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective checkoff authorization form. The Village will honor all executed check off authorization forms received not later than ten (10) working days prior to the next deduction date. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the Village to the Treasurer of the Union together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues checkoff may do so by written notice to the Village at any time during a sixty (60) day period prior to April 30 of each year of the contract. 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 X (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 4.2. Fair Share. (a) During the term of this Agreement, employees who are not members of the Union shall, commencing thirty (30) days after their date of hire, 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 this Agreement, provided said 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 in the same manner as dues are deducted for Union members. The Union shall periodically submit to the Village a written list of the employees covered by this Agreement who are not members of the Union.

(b) The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in such cases as Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee

payors as well as all applicable provisions of the Illinois Public Labor Relations Act and the rules and regulations promulgated thereunder relating to fair share fees. It is specifically agreed that any dispute a fair share fee payor may have with the Union concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

(c) 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 State Labor Relations Board and the payment shall be made to said organization.

Section 4.3. 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 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.

ARTICLE V
UNION OFFICERS AND NOTIFICATION

Section 5.1. Union Officers and Notification to the Union. For purposes of this Agreement, the term “Union Officers” shall refer to the duly elected representatives whose names and addresses shall be provided to the Village. All formal notifications to the Union shall be hand delivered to the Union President and Secretary while they are on duty and also mailed to their home addresses on file with the Personnel Office.

Section 5.2. Notification to the Village. All formal notifications to the Village shall be hand delivered to the Fire Chief or his designee in his absence and mailed to the Village Manager, Village of Elk Grove Village, 901 Wellington Avenue, Elk Grove Village, Illinois 60007-3499.