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AGREEMENT

Between

VILLAGE OF CARPENTERSVILLE

And

METROPOLITAN ALLIANCE OF POLICE

CHAPTER #390

CIVILIANS

2007 - 2010

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PREAMBLE

This agreement is entered into by and between the VILLAGE OF CARPENTERSVILLE, hereinafter called the "Village" and the METROPOLITAN ALLIANCE OF POLICE, hereinafter called the "Union." The Village recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing rates of pay and other matters specifically mentioned herein for Employees.

ARTICLE I

MANAGEMENT RIGHTS

Section 1

The Village shall retain the sole right and authority to operate and direct the affairs of the Village in all its various aspects, including but not limited to all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained are the Village's right to determine its mission and set standards of service offered to the public; to direct or reassign the working force or any individual therein; to plan, direct, control, and determine the operations or service to be conducted in or by the employees of the Village; to meet and confer with employees directly, either individually or collectively; to schedule, assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge at will; or relieve employees due to lack of work, shortage of budgeted funds, or for other legitimate reasons, to make and enforce rules and regulations, provided any of the above rights shall not conflict with any of the provisions of this Agreement.

Section 2

The Village retains its right to take any action mandated by State law and nothing in this Agreement shall prohibit such action. The Village further retains its right to perform its management responsibilities and to take any action necessary to carry out those responsibilities except where prohibited by this Agreement.

ARTICLE II RECOGNITION

The Village recognizes the Union as the sole and exclusive bargaining agent for all full time and regular part time employees of the Village of Carpentersville in the job classifications of Building Inspector, Plumbing Inspector, Code Enforcement Officer, Data Entry Clerk, General Clerk, Secretary, Custodian, Property Officer/Evidence Technician and Community Service Officer and excluding all other sworn, managerial, confidential or supervisory employees and all other persons excluded for coverage under the ILPRA.

ARTICLE III CHECKOFF

Section 3.1 Dues Checkoff

The Village agrees to deduct the Union membership dues monthly from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Union by the 10th of the succeeding month after such deductions are made. This authorization is revocable during the term of this Agreement.

The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each employee in order to ease the Village's burden in administering this provision.

The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each 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.

If the employee has no earnings due for any period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 3.2 Authorization for Payroll Deduction

By _____

Last Name First Name Middle Name

To _____

Effective _____

Date

I hereby request and authorize you to deduct from my earnings monthly an amount established by the Union as monthly dues. The amount deducted shall be paid to the Union. This authorization is revocable during the term of this Agreement.

Signature

Section 3.3 Union Indemnification

The Union shall indemnify, defend and save the Village harmless 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, provided that the Village does not prosecute or initiate such action. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Section 3.4 Fair Share

During the term of this Agreement, civilian employees who are covered by this Agreement but who are not members of this Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as exclusive

representative of the employees covered by this Agreement. Such fair share shall be deducted by the Village from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Village a list of officers covered by this Agreement who are not members of the Chapter and an affidavit specifying the amount of the fair share fee, which shall be determined in accordance with applicable law.

ARTICLE IV FRINGE BENEFITS

Section 4.1 Sick Leave

Sick leave shall be granted to an employee contracting or incurring any illness, injury or disability (other than on-the-job disability), or doctor's appointment which renders the employee unable to perform the duties of his employment or the work offered to the employee by the Village Manager or their designee. In addition, sick leave may be used for a serious illness or injury to a member of the employee's family, which is defined for the purposes of this Section as the employee's spouse, children (including adopted children), or stepchildren residing with the employee.

No sick leave shall be allowed where sickness is feigned, in the opinion of a medical doctor selected by the Village, where sickness is self-inflicted (other than accidental) or where sickness continues as a result of an employee's failure to fully cooperate with medical advice and/or corrective therapy.

Beginning the first full month of the contract period, employees shall accumulate sick leave at the rate of one eight (8) hour day per month. Employees may accumulate sick leave days to a maximum of 240 eight (8) hour days.

An employee shall notify the Department Head or on-duty Officer in Charge of an illness, including whether the illness affects the employee himself or a member of the employee's family, in accordance with procedure then in effect as soon as possible, but no later than their regular scheduled start time.

The Village may require medical evidence of an illness at any time. The Village may establish standards of performance to be used by the physician in determining the fitness of employees. The Village may require the employee to report to a physician selected by the Village to secure a medical certification of the illness or may require

medical certification of illness from employee's physician or the physician attending the sick family member, as defined above, with respect to whose illness sick leave is being taken. In any event, where the sick leave exceeds three (3) consecutively scheduled work days, the employee using sick leave must provide evidence upon his return that he, or a member of the family, as defined above, has been under a physician's care of the duration of the illness or injury. When required to provide certification from the Village's physician, such costs shall be paid by the Village.

Any employee who fails to meet the requirements of this section, abuses the sick leave program, or files for sick days under false pretenses shall not receive pay and may be subject to disciplinary action. Sick days should not be considered a privilege; they are a fringe benefit which shall be allowed in the case of the actual sickness or disability of the employee or a member of his family, as defined above in this Section.

During the time that the employee would be working, an employee who is sick is expected to be confined to their location and activities that are consistent with the nature of the employee's illness.

An employee who leaves the service of the Village shall forfeit all sick leave benefits. This provision shall not apply to an employee who is granted a one-year leave of absence, and returns to work within the one-year period.

Sick leave benefits shall be paid at a rate of eight hours (8) regular pay for each full, regularly scheduled day of approved absence and at a prorated rate for partial days of absence.

Sick leave benefits shall be paid for absences due to pregnancy disability in the same manner they are paid for other disabilities.

Section 4.2 Attendance Incentive

Employees who do not lose time as a result of illness, on-the-job injury or suspension for the period of May 1 to October 30 shall receive a reimbursement of \$250. An employee with perfect attendance for the period of November 1 to April 30 shall receive \$250 in addition to the aforementioned six-month incentive pay.

Section 4.3 Vacation

A full-time employee shall be entitled to annual vacation leave with pay as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS ALLOWED</u>
1 ST through 48 th month	10 working days per year
49 th through 108 th month	15 working days per year
109 th through 228 th month	20 working days per year
229 th month and beyond	25 working days per year

Years of continuous service in the above table are measured as of the employee's anniversary date. The anniversary date is the date an employee was hired. In order to be eligible for vacation leave with pay, an employee must, as of the employee's anniversary date, have at least one (1) year of continuous service. When an employee's vacation leave entitlement is increased during the year, the additional vacation days may not be taken until after the employee's anniversary date.

Vacations shall be scheduled according to seniority within the shift or detail to which the employee is assigned. An employee with greater seniority shall have priority over an employee with less seniority in scheduling his vacation, so long as the choice is exercised prior to March 1 of the vacation year. In the event that more than one employee requests the same day and permitting more than one employee to be off is not in the best interest of the Village, seniority shall normally prevail. However, if a senior employee voluntarily transfers onto a shift after March 1 of the vacation year, his vacation preference shall not automatically take precedence over those of junior employees already on the shift; instead, he will be expected to work out any conflict in vacation dates with other employee(s) involved in the conflict and advise the Department Head or his designee of the resolution affected. In any event, all vacations are subject to approval by the Department Head.

Although an employee is not eligible for vacation leave until they complete one year of continuous service an employee may be advanced up to five (5) days of vacation, after six (6) months of continuous service, upon application to the Department Head with approval of the Village Manager.

Allowances for vacation pay shall be in addition to any recognized holidays which may fall during an employee's vacation period.

Vacation time earned in one year must be taken during the following year unless a written request is submitted to the employee's supervisor and approved by the Village Manager prior to October 15 of each year. Such requests for carryover shall be no more than five (5) days.

When an employee leaves the service of the Village after a minimum of one year, he shall receive compensation for unused vacation time accumulated, provided he gives two weeks notice to their Department Head. An employee who is discharged after a minimum of one year of service shall receive compensation for unused vacation time accumulated.

Section 4.4 Funeral Leave

A maximum of five (5) days emergency leave with pay will be allowed an employee to attend the funeral of the employee's wife, husband or natural, step or adopted child. A maximum of three (3) days shall be permitted to attend the funeral of the, employee's mother, father, brother, sister, mother-in-law, father in-law, brother-in-law, sister-in-law, stepparent, step-sibling, grandparent or grandchild.

Section 4.5 Family and Medical Leave Act

The parties agree that the Village may adopt such policies as may be necessary or appropriate to implement the Family and Medical Leave Act of 1993 (the "FMLA"). No such policy shall be deemed to violate this Agreement if it is either mandated or legally permitted by the FMLA.

Section 4.6 Holidays

Permanent, full-time employees are entitled to holiday pay. Employees who are temporary, intermittent or part-time are not eligible for holiday pay.

Following are holidays recognized by this Agreement:

New Year's Day	January 1
Memorial Day	
Independence Day	July 4
Labor Day	
Thanksgiving Day	
Day after Thanksgiving	
Day before Christmas	December 24
Christmas	December 25
Employee's Birthday	

Where the date is specified above, that date shall be recognized as the holiday. Except in the case of the employee's birthday, which shall be established by birth certificate or other proof of birth date, all other holidays shall be deemed as falling on the day that the Village Hall is closed in observance of the holiday. The employee's birthday holiday shall be taken no sooner than the pay period in which their birthday occurs.

When an authorized holiday falls on a Sunday, the following Monday will be observed as a holiday. When an authorized holiday falls on a Saturday, the preceding Friday will be observed as a holiday. For employees whose regular day off falls on the day of a holiday, the Department may choose either their immediately preceding or next following regularly scheduled work date to be considered as the holiday.

All employees will receive eight (8) hours holiday pay at the employee's regular straight-time hourly rate for the recognized holiday listed above. Employee assigned to work on a holiday shall be paid for the eight (8) hours of holiday pay, and shall be paid at the rate of time and a half (1½) for all hours worked on that holiday.

Section 4.7 Health, Hospitalization and Life Insurance

The Village shall provide a health, hospitalization, and life insurance program for covered employees. During the term of the Agreement, the Village will maintain a health and hospitalization insurance plan with benefits generally similar to the coverage as exists on the effective date of this Agreement and continuing to its terminations. While market and policy availability may warrant benefit changes, the Village shall attempt to maintain an insurance package similar to the current package. Should in the Village's sole discretion, market factors change necessitating the Village to explore other health insurance options, the Village within a reasonable period of time will advise the Union of the possibility of such change and establish an ad hoc Health Insurance Committee comprised of one representative of the Union and one representative of management appointed by the Village Manager to review the various proposals. The Committee shall meet during normal working hours and will recommend to the Village Manager a preferred carrier. The factors to be taken into consideration shall be deemed comparability of benefits, as well as cost.

Where practicable, the Village will notify members of the Chapter at least 30 days prior to changing an insurance policy or carrier. Such notice shall contain information as to changes in insurance benefits and coverages, including any increase in insurance cost to be incurred by the Village as a result of the change.

Covered employees shall pay for such benefits through payroll deduction according to the following schedule:

Beginning with the first day of the month following the ratification of this Agreement by both parties, all employees covered by the Agreement will begin paying a 12% monthly employee contribution toward the premium cost of health insurance coverage, provided that the amount of any increase in the employee premium contribution from one year to the next shall be capped at 15% over the previous year's contribution amount.

The Village shall provide a life insurance policy of \$40,000. Upon retirement, a covered employee may continue coverage in a conversion plan by paying directly to the insurance carrier the applicable premium in effect, provided the insurance company permits such procedure. However, the Village does not guarantee that the insurance company will permit this procedure.

Section 4.8 Personal Days

Each full-time employee covered under this contract shall be entitled to three (3) personal days off per contract year. An employee intending to take a personal day must give notice to their supervisor at least forty-eight (48) hours prior to beginning of their shift that the employee plans to take as a personal day. No more than one (1) employee in each division may be off on a personal day, and personal days are scheduled on a first-come, first serve basis. Personal days must be taken in at least four (4) hour increments and may not be taken on any of the holidays listed in Section 4.6. Personal days may not be aggregated from year-to-year.

Section 4.9 Retirement Pay

Upon retirement of an employee with twenty (20) or more years of service, the Village will pay the employee severance pay of \$1,000.00.

Section 4.10 Longevity

Each employee will receive longevity pay on December 1 of each year at the rate of \$40 for each year of service, to a maximum of seventeen (17) years.

Section 4.11 Mileage

An employee who is required by the Department to use a personal automobile on Village business will be entitled to mileage payment at the rate of thirty-one (31) cents per mile. However, if an employee has access to a Village vehicle it should be used.

Section 4.12 Uniforms

The Village shall furnish uniforms for employees required to wear uniforms. The Department shall establish standards and procedures for the issuance of such uniforms.

The employee shall be responsible for cleaning and care of uniforms. Uniforms damaged in the line of duty shall be repaired, replaced, depending on the extent of the damage.

A request for a Purchase Order to replace worn or damaged uniforms and equipment authorized for replacement by the Department shall be presented to the Village Manager within ten (10) days of the employee's replacement request. The processing of the purchase order may be deferred for a reasonable length of time in order to accommodate bulk ordering.

Section 4.13 Death of an Employee

In the event of death, compensation for all salary earned but unpaid, including longevity and unused vacation time shall be paid to the beneficiary(s) of the deceased employee. Unless specified differently in writing by the employee, the beneficiary shall be as established in the corresponding insurance plan of the deceased employee.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1 Regular and Overtime Hours

The regular assigned duty hours of employees are a forty- (40) hour workweek within a work period (tour of duty) of twenty-eight (28) days, with a one-half hour paid lunch break, as established by the Village. An employee who is required to work in excess of his regular shift schedule by the Village will receive time and one-half for hours worked in excess of his regularly scheduled hours of work in any one-week. Paid time off for vacations, emergency leave and birthday holiday time shall count as hours worked for overtime compensation purposes.

Section 5.2 Court Time

An employee required to appear in court when not on duty shall receive a minimum of two-hours pay or compensatory time off (as provided in Section 5.6) at the rate of time and one-half. As the two-hour minimum pay or compensatory time off applies to the Traffic and Misdemeanor Division sitting as branch court in the Village of

Carpentersville Village Hall, the Village will consider the morning and afternoon sessions as two separate court appearances. Employees required to attend both morning and afternoon sessions shall receive the two-hour minimum pay or compensatory time off for each session attended. The two-hour minimum pay or compensatory time off shall not apply to any work or court appearances during hours contiguous with the employee's regularly scheduled hours.

Section 5.3 On-Call Status

An employee shall receive a minimum of two hours pay at time and one-half rate (1 1/2) for each call out. In the event the employee is called out, the employee shall not receive additional compensation for the first two hours.

An employee who is "on call" is requested to be available, but is not required to remain available at all times.

Section 5.4 Department Meetings & EAP Training Sessions

Each department affected by this contract has the ability to hold department meetings whenever the Department Heads determines a meeting is necessary.

If a mandatory department meeting is held outside of the employees' normal working hours the employee shall be paid at their regular rate of pay for attendance at such meeting. Employee shall be paid at their regular rate of pay for attendance at such meetings. Hours spent at such meetings shall not count as hours worked for purposes of overtime.

Attendance at two Employee Assistance Program (EAP) training sessions is strongly encouraged. The first training session is to be held between January 1 and June 30 and the second is to be held between July 1 and December 31.

Section 5.5 Shift Preferences

Employees may submit shift assignment preferences for the following year by submitting such preferences in writing to the Department Head or his designee before December 1 of the year proceeding the year in which such assignments are to be effective. In making shift assignments, the Department Head or his designee shall consider all such requests, and shall give consideration to the relative seniority of the

employee making requests for the same shift. The Department Head or his designee shall retain the right to make final decisions on shift assignments, provided that shift assignment shall not be made for arbitrary, capricious, or discriminatory reasons.

Once shift assignments are made for any given year, the Department Head or his designee shall have the right to transfer employees to shifts other than the shifts to which they were initially assigned for reasons having to do with the operational needs of the Department, such as the need for qualified employees to fill permanent assignments, seniority imbalances among shifts, and the need for closer supervision of employees with performance problems. An employee shall be given as much advance notice as practicable before being transferred, and shall not be transferred for arbitrary, capricious, or discriminatory reasons.

"Shifts" shall be understood to mean: "Days" (the hours between 7:00 a.m. to 5:00 p.m. approximately); "Evenings" (the hours between 2:00 p.m. to 12:00 a.m. approximately); and "Midnights" (the hours between 6:00 p.m. and 3:30 a.m. approximately). Nothing in this contract shall be construed as prohibiting "split shifts" when such are needed.

Section 5.6 Compensatory Time Off

In lieu of overtime pay under Section 5.1 or Section 5.2, an employee may elect to accrue and bank up to twenty-four (24) hours of compensatory time off. Except as limited by the terms of this Section 5.6, the option of accruing and banking compensatory time off or receiving overtime pay shall be within the sole discretion of the employee who is entitled to be compensated for overtime work. Compensatory time off shall accrue at the rate of one and one-half hours for each hour of overtime worked, up to the twenty-four (24) hours hour limit on accrual set forth above. Once the twenty-four (24) hours hour limit on compensatory time off has been reached, all overtime worked in excess of that limit shall be compensated by overtime pay.

Overtime assignments will be made irrespective of the known or suspected preferences of the employee involved concerning pay or compensatory time off as compensation for overtime worked.

An employee desiring to schedule compensatory time off shall submit an Overtime/Vacation request form at least forty-eight (48) hours prior to the beginning of

the shift that the employee proposed to take off, provided that their Supervisor can waive this advance notice requirement on a case-by-case basis. Compensatory time off may be denied if the foreseeable effect as of the time that is requested would create an overtime situation. Compensatory time off may not be scheduled in advance to be taken on holidays (other than the employee's birthday) listed in Section 4.6; however, the employee's Supervisor may approve a request for compensatory time off on a holiday once the shift on that holiday has begun if, in the sole discretion of the Village, it is determined that the employee can use compensatory time off that shift without adversely affecting staffing levels.

A request for compensatory time off shall not be arbitrarily denied. However, compensatory time must be taken in increments of at least one (1) hour each, and compensatory time off may be granted in the middle of the day. Requests for compensatory time off shall be considered on a first-come, first served basis.

At any time during the fiscal year, an employee with at least eight (8) hours of banked compensatory time off may elect to cash out that compensatory time off by filing requesting such from the Village. Banked compensatory time off, if cashed out, must be cashed out in minimum increments of eight (8) hours, except for the required cash out at the end of the fiscal year. All compensatory time off that has not been used as of the end of the fiscal year (April 30) shall be cashed out by check, thus reducing all compensatory time off banks to zero as of the beginning of the next fiscal year.

Section 5.7 Travel During Training

When a bargaining unit employee is assigned to a training program that requires travel outside of their normal work hours, the Village will credit the employee for time equal to the travel time outside of work hours from their home to the training site, less the time typically expended on their normal commute from their home to the Village worksite.

ARTICLE VI GENERAL PROVISIONS

Section 6.1 Pledge Against Discrimination and Coercion

All reference to employees in this Agreement designates both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

The Village and Union agree not to interfere with the rights of employees to become members or not to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Village against any employee because of Union membership or non-membership, or because of any lawful and appropriate activity of an employee in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 6.2 Seniority

For purposes of this Agreement, seniority shall consist of continuous service with the Village. Time worked as a part-time employee in the same classification as full time employment currently held by the employee or in part time classification with substantially similar duties as the full time position currently held by the employee will be credited as time for seniority at the rate of one-half full time equivalency. Time worked as a part time employee in a different position shall not be considered in determining seniority.

Seniority shall govern vacation selection, shift selection where applicable, and other benefits where order of selection plays a part. Seniority shall govern placement on the pay schedule except as provided to the contrary in Article IX.

If an employee should resign voluntarily and later be rehired, seniority shall date from the date of rehire and shall not include credit for any period of service prior to his voluntary resignation.

Section 6.3 Rules

The Village shall have the right to promulgate rules and regulations. When existing rules are changed or new rules are established, they shall be posted prominently on Union bulletin boards. Rules and regulations will not be enforced in an arbitrary or capricious manner.

The Village further agrees to furnish each employee with a copy of all existing work rules within thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire, and shall sign an acknowledgement of receipt of same.

Section 6.4 Replacement of Personal Property

The Village will reimburse an employee in the following amount for personal property lost or damaged while on duty.

1. Watch: \$60.00;
2. Eyeglasses: \$200.00;
3. Contact lenses: \$100.00 per lens;
4. Dentures or partials to be replaced or repaired by the Village

ARTICLE VII**GRIEVANCE PROCEDURE****Section 7.1 Definition**

A grievance is defined as a difference of opinion between an employee and the Village with respect to the meaning or application of the express terms of this Agreement excluding, however, discipline cases and other matters subject to the Village of Carpentersville Personnel Manual and department procedures.

Section 7.2 Settlement Procedure

The following procedure will be followed to settle grievances:

Step 1: An employee with a grievance should first attempt to resolve it informally with his immediate supervisor as soon as practicable after the incident giving rise to the grievance occurs, and the supervisor should respond to the employee as soon as practicable after the matter is brought to him. Neither the

grievance nor the response is required to be put in writing at this step, although the supervisor should make a note of the date and time that the grievance was discussed and/or resolution attempted.

Step 2: If the grievance is not settled in Step 1, the employee must, within ten (10) working days of the occurrence of the event giving rise to the grievance, file a written grievance with the Department Head of the Department to which he is assigned. The Department Head shall have five (5) working days in which to file a written response to the employee. If the written grievance so requests, and the Department Head so agrees in writing, this Step may be bypassed and the grievance forwarded directly to Step 3. If Step 2 is bypassed, the Department Head's written response to the grievance need not be filed, and the date that the grievance is forwarded to Step 3 shall be treated, for purposes of the time limits set forth in Step 3, as the date of timely filing of an appeal to Step 3.

Step 3: If the grievance is not settled in Step 2, the employee may, within five (5) working days of receipt of Step 2 answer, file an appeal to the Village Manager. The Village Manager shall render an answer in writing within ten (10) working days of such appeal. Copies of such answer will be sent to the employee. Either party may tape record the meeting in Step 3 at his or her own expense provided prior notice is given the other party.

Step 4: If the grievance remains unsettled, either party may request arbitration consistent with the provisions of this Agreement.

Section 7.3 Time Limits

Grievances shall be raised and settlements attempted promptly. Accordingly, in order to be considered, a grievance must be filed in writing not later than ten (10) working days after the occurrence of the event giving rise to the grievance. If not filed within the applicable time limit, the grievance shall be deemed to have been "waived," and shall not be processed further. Similarly, if a grievance is not appealed to any step of the grievance procedure or to arbitration within the time limits set forth herein, it shall be considered to have been settled on the basis of the Village's last answer. If the Village does not answer a grievance at any step of the grievance procedure within the

time limits specified, the employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step of the grievance procedure. Any of the time limits referred to in this section may be extended by mutual agreement in writing.

Section 7.4 Selection of the Arbitrator

If the Union elects to appeal a grievance to arbitration it must do so within thirty (30) calendar days of when the Step 3 answer was due. The parties shall first attempt to agree upon an arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator within ten (10) working days of the appeal to arbitration, either party shall request the Federal Mediation and Conciliation Service to submit a panel of arbitrators with business offices in Illinois, and the arbitrator shall be selected in accordance with FMCS procedures. Each party retains the right to reject one panel in its entirety and to request a new panel.

Section 7.5 Hearing Procedure

Arbitration hearings shall be held at Village Hall unless the parties mutually agree in writing to a different site. No more than one grievance shall be submitted for determination by the arbitrator except by written agreement to the contrary; provided, that if more than one grievance arose out of the same factual situation the grievances may be presented to the arbitrator at the same hearing. At the arbitration hearing, each side shall be afforded the opportunity to be represented by representatives of its own choosing, to state a position and to present witnesses on its behalf. Joint expenses of arbitration (including the fees and expenses of the arbitrator and the cost, if any, of the hearing room) shall be divided equally between the Village and the Union. Each party, however, shall be responsible for compensation of its own representatives and witnesses, including, in the case of the Union, employee witnesses and/or non-witnesses subpoenaed or requested to be at the hearing by the Union who are excused from work by the Village to attend the hearing.

Section 7.6 Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him by the parties at the hearing and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions on grievances over Management Rights reflected in Article I or a decision contrary to or inconsistent with applicable federal or state law, or applicable rules and regulations of government agencies having the force and effect of law. Improperly filed grievances and matters which do not meet the definition of a grievance are not subject to arbitration. The decision shall be based solely on his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. Any arbitration decision shall be issued within thirty (30) calendar days of the hearing or filing of briefs.

Section 7.7 "Working Days" Defined

As used in this Article 7, the term "working days" shall mean Monday through Friday, excluding Saturdays, Sundays, and holidays.

**ARTICLE VIII
GENERAL CONDUCT**

Employees of the Village must conduct themselves in a manner so as to bring credit to the Village of Carpentersville. All employees shall abide by the rules and regulations of the Village of Carpentersville and their respective departments, and the laws of the State of Illinois and the United States of America.

**ARTICLE IX
WAGES**

Wage schedules for employees, are set forth in Appendix A. The Education Incentive Plan for Employees is in Appendix B. Wages will be paid retroactively to May 1, 2007.

Normally, employees will be advanced one step on the pay schedule for their positions on the anniversary of employment, until the employee reaches the bottom of

the schedule. Advancement may be denied if an employee receives an unsatisfactory evaluation, provided that the evaluation is completed prior to the employee's anniversary date. Employees receiving an unsatisfactory evaluation shall receive at least one (1) supplemental evaluation in the six-month period following the unsatisfactory evaluation.

The purpose of the supplemental evaluation shall be to determine whether the deficiencies that resulted in the unsatisfactory evaluation have been removed or corrected, and whether the performance in the areas previously deemed satisfactory has remained at that level. Employees receiving a supplemental evaluation rating of satisfactory or better shall receive the step advancement at that time. Such advancement shall not be retroactive. The employee's next regular evaluation shall take place on schedule without reference to the supplemental evaluation. Employees who do not receive a satisfactory or better annual evaluation have the right to file a grievance at step 2 of the grievance procedure, but can only advance the grievance to step 3. Employees who do not receive a satisfactory or better supplemental evaluation have the right to file a grievance at step 2 of the grievance procedure and advance the matter to arbitration.

New employees may be hired at a step higher than step one if they have prior training and/or experience. The Village has the ability to accelerate an employee's movement through the steps if warranted by exceptional performance.

ARTICLE X

TERMINATION AND LEGALITY CLAUSES

If any provision of this Agreement is subsequently declared by legislative, executive, or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining on any subject covered by this Agreement for the term of the Agreement.

ARTICLE XI

UNION REPRESENTATIVES

Upon giving notice to and receiving permission from his supervisor, which permission shall not unreasonably be withheld, a Union representative shall be excused from his regular duties for a reasonable period of time, without loss of pay, for the purpose of representing employees in the handling and processing of grievances or as otherwise provided by the Illinois Public Labor Relations Act. It is understood by the parties that such activities are subordinate to the staffing needs of the Department and the citizens of Carpentersville.

ARTICLE XII

LABOR-MANAGEMENT MEETINGS

Section 12.1 Meeting Request

The Union and the Village agree that, in the interest of efficient management and harmonious employee relations, labor-management meetings may be held on a quarterly or as-needed basis, on such dates and at such times as may be mutually agreed, between Union representatives and the Department Head. Such meetings may be regularly scheduled or requested by either party at least seven (7) days in advance by submitting a written request to the other party for a labor-management shall be limited to:

- (a) issues of mutual concern to the Union and the Village and/or applicable department;
- (b) safety issues;
- (c) notifying the Union of changes in scheduling, equipment, or procedure.

Section 12.2 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 shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any of the terms of this Agreement be conducted at such meetings.

Section 12.3 Attendance

Attendance at labor-management meetings shall be voluntary on the part of employee-members. Attendance during such meetings shall not be considered time worked for compensation purposes, unless a meeting is scheduled at the request or consent of the Village during the regularly scheduled duty hours of an employee, and provided that no overtime liability shall be incurred as a result of such attendance. Employees attending during their regularly scheduled duty hours shall remain available for emergency response if required. Normally, no more than three (3) persons each from the Village and the Union shall attend these meetings, schedules permitting.

ARTICLE XIII

JOB POSTING

Permanent assignments shall be posted in the appropriate Department for a sufficient time prior to the assignment to give interested employees an opportunity to apply for the position by submitting their names, qualifications, and application to the Department Head in writing. (A permanent assignment is one that involves continuing responsibilities as opposed to short-term or temporary responsibilities.) It is understood that all such assignments are within the discretion of the Department Head and are not subject to the grievance and arbitration procedure of this Agreement.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.1 Ballistic Vests

The Village shall supply and maintain ballistic ("Bullet-proof") vests to any Evidence Technician or Community Service Officer who requests one.

Section 14.2 Probationary Period

All Village personnel covered by this labor agreement, have a 12-month probationary period.

A formal employee performance evaluation is required before the end of the probationary period. A satisfactory review is necessary for permanent status to be

granted by the Department Head with the approval of the Village Manager. The term "permanent status" is simply a designation making the employee eligible for all benefits available to regular employees. It does not mean that the employee has a permanent job and is not in any other way inconsistent with the Village's employment-at-will policy.

When an employee transfers from a position in one department or division to a position in another department or division, the first six months in the new job shall be a probationary period. This is also a time when employee and supervisor are encouraged to discuss often and regularly how the transfer is working out and to try to identify and solve any problems that may have arisen. The potential success of any transfer is obviously enhanced if efforts are made by all parties involved to ensure the best possible match of a department's staffing needs and the abilities and interests of the employee.

Section 14.3 Certification and/or Licensure

Newly hired, uncertified Evidence Technicians shall be required to obtain the Evidence Technician Certificate in order to successfully pass their probation, and such certification shall be maintained as a condition of employment.

All Police Department employees covered by this Agreement shall be required to obtain a LEADS operators certification in order to successfully pass their probation, and such certification shall be maintained as a condition of employment.

Newly hired, uncertified Code Enforcement Officers shall be required to pass the ICC Property Maintenance & Housing Inspection Test in order to successfully pass their probation, and such certification shall be maintained as a condition of employment. Newly hired Building Inspectors shall have no less than two (2) licenses or certifications appropriate to their assigned area of inspectional duties in order to successfully pass their probation, and such certification shall be maintained as a condition of employment.

Uncertified Code Enforcement Officers in the employ of the Village as of July 1, 2007 shall have until June 6, 2008 to pass the ICC Property Maintenance & Housing Inspection Test. Failure to pass the Test by that date shall be cause for termination.

Failure to maintain a current and active certification for any period beyond 45 days after expiration will result in disciplinary action up to and including termination. The Village will be responsible for the cost of tuition and mileage for approved continuing education and certification and preparatory classes taken by employees pursuant to certification requirements or certification renewals. The Village shall reimburse employees for the registration cost of passed certification examinations. The Village shall reimburse employees for 50% of the registration cost of one failed certification examination; the Village will not reimburse the employee for any of the cost of certification exams taken subsequent to a failed certification exam. The village will make available in a central location information regarding training and continuing education opportunities.

Section 14.4 Drug & Alcohol Testing Policy and Program

The parties agree that the Village has adopted said policy and program and that the Department Head or his designee may find it necessary, from time-to-time, to activate specific sections of said policy and program. The Union is to be informed of changes made to the Policy/Program.

ARTICLE XV

TERM

This Agreement shall be effective upon execution and shall remain in effect until the thirtieth day of April, 2010.

This Agreement shall automatically be renewed from and after the thirtieth day of April, 2010 for successive terms of one year each unless either party shall notify the other in writing not less than sixty (60) days prior to April 30, 2010 or any successive end of term date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days prior to the end of the term date. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is given by either party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement on April 30, 2010, or any subsequent April 30, written notice must be given to the other party not less than sixty (60) days prior to its termination date. Otherwise, the Agreement shall automatically renew from year to year; provided, however, that if negotiations on modification have commenced as provided for in the proceeding paragraph, either party may terminate this Agreement upon written notice on the later date of the following two dates; sixty days following said written notice or sixty days following the anniversary date provided for in the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of April, 2008.

FOR THE VILLAGE:

Craig G. Ahlerson
Village Manager

FOR THE UNION:

Accomando
President, MAP Chapter #390

Joseph M. Andaleid
President, Metropolitan Alliance of Police

**Appendix A
Wage Schedule**

ACCOUNT CLERK*			
Years of Service	Hourly Rate 5/1/07 (3.5%)	Hourly Rate 5/1/08 (3.5%)	Hourly Rate 5/1/09 (3.5%)
1	\$18.10	\$18.74	\$19.39
2	\$19.20	\$19.87	\$20.57
3	\$19.84	\$20.54	\$21.25
4	\$20.30	\$21.01	\$21.74
5	\$22.47	\$23.26	\$24.07

*Accounts Payable and Utility Billing Clerk - Finance Department.

BUILDING/PLUMBING INSPECTOR			
Years of Service	Hourly Rate 5/1/07 (3.5%)	Hourly Rate 5/1/08 (3.5%)	Hourly Rate 5/1/09 (3.5%)
1	\$22.64	\$23.43	\$24.25
2	\$24.03	\$24.87	\$25.74
3	\$25.12	\$26.00	\$26.91
4	\$26.49	\$27.41	\$28.37
5	\$27.89	\$28.87	\$29.88
6	\$27.96	\$28.93	\$29.95
7	\$29.30	\$30.33	\$31.39

CODE ENFORCEMENT OFFICER			
Years of Service	Hourly Rate 5/1/07 (3.5%)	Hourly Rate 5/1/08 (3.5%)	Hourly Rate 5/1/09 (3.5%)
1	\$21.15	\$21.89	\$22.65
2	\$22.75	\$23.55	\$24.37
3	\$23.90	\$24.73	\$25.60
4	\$25.24	\$26.13	\$27.04
5	\$26.58	\$27.51	\$28.47
6	\$28.02	\$29.00	\$30.01

COMMUNITY SERVICE OFFICER			
Years of Service	Hourly Rate 5/1/07 (3.5%)	Hourly Rate 5/1/08 (3.5%)	Hourly Rate 5/1/09 (3.5%)
1	\$16.87	\$17.46	\$18.07
2	\$18.21	\$18.84	\$19.50
3	\$22.32	\$23.11	\$23.92

CUSTODIAN			
Years of Service	Hourly Rate 5/1/07 (3.5%)	Hourly Rate 5/1/08 (3.5%)	Hourly Rate 5/1/09 (3.5%)
1	\$17.81	\$18.44	\$19.08
2	\$18.44	\$19.09	\$19.76
3	\$19.20	\$19.87	\$20.57
4	\$19.90	\$20.60	\$21.32
5	\$20.75	\$21.48	\$22.23

EVIDENCE TECHNICIAN			
Years of Service	Hourly Rate 5/1/07 (3.5%)	Hourly Rate 5/1/08 (3.5%)	Hourly Rate 5/1/09 (3.55)
1	\$23.81	\$24.64	\$25.50
2	\$25.86	\$26.77	\$27.71
3	\$27.17	\$28.12	\$29.10
4	\$28.71	\$29.71	\$30.75
5	\$30.23	\$31.29	\$32.39
6	\$31.88	\$32.99	\$34.14

GENERAL CLERK*			
Years of Service	Hourly Rate 5/1/07 (3.5%)	Hourly Rate 5/1/08 (3.5%)	Hourly Rate 5/1/09 (3.5%)
1	\$17.73	\$18.35	\$18.99
2	\$18.42	\$19.07	\$19.74
3	\$19.12	\$19.79	\$20.48
4	\$19.86	\$20.56	\$21.28
5	\$21.42	\$22.17	\$22.95

*Records Technicians - Police Department.

PAYROLL CLERK			
Years of Service	Hourly Rate 5/1/07 (3.5%)	Hourly Rate 5/1/08 (3.5%)	Hourly Rate 5/1/09 (3.5%)
1	\$18.82	\$19.47	\$20.16
2	\$19.56	\$20.25	\$20.95
3	\$20.35	\$21.06	\$21.80
4	\$21.16	\$21.90	\$22.66
5	\$23.97	\$24.81	\$25.68

SECRETARY			
Years of Service	Hourly Rate 5/1/07 (3.5%)	Hourly Rate 5/1/08 (3.5%)	Hourly Rate 5/1/09 (3.5%)
1	\$18.33	\$18.97	\$19.64
2	\$19.92	\$20.62	\$21.34
3	\$20.10	\$20.80	\$21.53
4	\$20.50	\$21.22	\$21.96
5	\$21.76	\$22.52	\$23.31
6	\$23.25	\$24.06	\$24.90

CUSTOMER SERVICE CLERK			
Years of Service	Hourly Rate 5/1/07 (3.5%)	Hourly Rate 5/1/08 (3.5%)	Hourly Rate 5/1/09 (3.5%)
1	\$17.72	\$18.34	\$18.98
2	\$18.42	\$19.06	\$19.73
3	\$19.11	\$19.78	\$20.47
4	\$19.86	\$20.56	\$21.27
5	\$20.59	\$21.31	\$22.06

WAGE SCHEDULE - PART-TIME EMPLOYEES

COMMUNITY SERVICE OFFICER		
Hourly Rate 5/1/07	Hourly Rate 5/1/08	Hourly Rate 5/1/09
\$12.88	\$13.33	\$13.80

CUSTODIAN		
Hourly Rate 5/1/07	Hourly Rate 5/1/08	Hourly Rate 5/1/09
\$11.31	\$11.71	\$12.12

Appendix B Educational Incentive Plan

Village employees shall receive an educational incentive pay of 5% when they meet one or more of the following:

- A. A degree of Associate in Arts, General Studies in Accounting, Business, Public Administration, Law Enforcement or other applicable subject with a minimum grade average of "C" in 60 semester hours of work.
- B. A degree of Associate in Arts or Associate in General Studies in any field, but with a minimum of 12 semester hours in Accounting, Business, Public Administration, Law Enforcement or other applicable subject and a minimum overall grade of "C."
- C. A degree of Bachelor of Arts, Science, Law, or in other areas of study with a minimum of 12 semester hours in Accounting, Business, Public Administration, Law Enforcement or other applicable subject and a minimum overall grade of "C."

No course work taken after the effective date of the Agreement shall be recognized as a qualifying course unless the employee has received prior approval of the course from the Village Manager or his designee. Under no circumstances will field courses, independent studies, credit for work experience, ride along programs or similar credit or course work be considered as a qualifying subject under the provisions of this Agreement.