

**AGREEMENT BETWEEN**  
**VILLAGE OF CARPENTERSVILLE**  
**AND**  
**CARPENTERSVILLE FIREFIGHTERS ASSOCIATION**  
**SEIU LOCAL 73**  
**FOR THE**  
**PART-TIME FIREFIGHTERS**

**MAY 1, 2008 - APRIL 30, 2012**

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**ARTICLE I**

PREAMBLE

THIS AGREEMENT is entered into by and between the Village of Carpentersville, hereinafter referred to as the Employer or the Village, and the Carpentersville Firefighters Association, SEIU Local 73, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment as set forth herein.

**ARTICLE II**

RECOGNITION

The Village recognizes the Carpentersville Firefighters Association, SEIU Local 73 as the sole and exclusive bargaining agent for the following described bargaining unit:

Included: Part-Time Firefighters

Excluded: Chief, Assistant Chief, Captain, Battalion Chiefs, all Full-Time Firefighters in all ranks, Chief's Secretary, Part-time Department Secretary and all other Employees of the Employer

for the purposes of collective bargaining and establishing and administering this written labor agreement covering wages, rates of pay, hours and other terms and conditions set forth in this agreement.

**ARTICLE III**

DEFINITION OF PART-TIME FIREFIGHTER

For the purposes of this Agreement, Part-Time Firefighters (referred to herein as "Firefighter" or "Employee") shall mean any Employee of the Village of Carpentersville Fire Department who is a member of the bargaining unit and is engaged in Firefighters fire suppression, engineer, emergency medical technician or paramedic duties and who has been appointed by the Village Manager.

**ARTICLE IV**

MANAGEMENT RIGHTS

Section 1

The Village shall retain the sole right and authority to operate and direct the affairs of the Village including the Fire Department in all its various aspects. All of the rights, functions and prerogatives of management which the Village had prior to entering into this Agreement are reserved and retained exclusively to the Village. In no event shall any right, function or prerogative of the Village ever be deemed or construed to have been modified, diminished or impaired by any past practice or course of conduct, negotiations or bargaining proposals, or otherwise, unless expressly made part of this Agreement. Specifically, but without limiting the generality of the foregoing, it is distinctly understood and agreed that this Agreement does not affect and shall not be deemed or construed to impair or limit in any way the Village's right in its sole discretion and judgment to determine matters of inherent managerial policy, the functions of

the Employer, its mission including the nature, extent and standards of service offered to the public, its overall budget, the organizational structure and selection of new Employees, examination techniques, and to direct or reassign the working force or any individual therein; to plan, direct, control, subcontract and determine the operations or service to be conducted in or at the Fire Department 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; or relieve Employees due to lack of work, shortage of budgeted funds, or other legitimate reasons or to make and enforce rules and regulations except as modified or limited by this Agreement.

#### Section 2

The Village retains all prerogatives, rights and powers including its right to take any action mandated by State law and nothing in this Agreement shall prohibit such action.

### **ARTICLE V**

#### DEDUCTION OF DUES AND FAIR SHARE

##### Section 1 - Membership and Fair Share

Any present Employee covered by this Agreement shall, as a condition of employment, be required to pay a proportionate share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and condition of employment. All Employees hired on or after the effective date of this Agreement and who have not made application for membership in the Union shall, on or after the thirtieth (30) day following their respective dates of hire, also be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such monthly fair share service charges shall be equivalent to the uniform monthly dues and/or assessment(s) paid by a member to the Union, less that portion of said dues and assessment(s) which are or may be used for political purposes or other purposes which are excludable from a fair share fee. In no event shall the fair share fee exceed 85% of Union dues.

The Union agrees to comply with the requirements set forth in Chicago Teachers Union vs. Hudson, 106 U.S. 1066 (1986) with respect to the constitutional rights of fair share fee payers, including giving timely notice of the fee and an explanation of the basis therefore, an audited breakdown of the major categories of expenses, placing any disputed amounts in escrow pending resolution of any dispute resolution procedure for such objections. The parties agree that all such objections shall be consolidated for purpose of adjudication and the procedures and offices of the Illinois State Labor Relations Board shall be utilized for dispute resolution.

##### Section 2 - Payroll Deduction of Union Dues or Fair Share Fee

During the term of this Agreement the Village agrees to make a payroll deduction each pay period, of Union dues, fair share fee, initiation fee, and assessments, in the amount certified to be current by the Secretary-Treasurer of the Union, from the pay of those Employees covered by this Agreement who

individually request in writing that such deductions be made. The total amount of the deductions shall be remitted to the Union by the 10th day of the succeeding month after such deductions are made.

Authorization for such deductions shall be in the following form and may be revoked by written notice to the Village and to the Union.

Section 2.1 - 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 Association as monthly dues. The amount deducted shall be paid to the Association. This authorization is revocable during the term of this Agreement.

\_\_\_\_\_  
Signature

Section 3 - Involuntary Deductions

In the event that an Employee has on file a revoked dues check off authorization, the Village shall deduct the fair share fee. If an Employee who has an unrevoked dues deduction authorization on file objects to a specific deduction or assessment, the Village shall make an involuntary deduction from the wages of the Employee in the amount previously certified to the Village by the Secretary-Treasurer of the Union and forward such sums to the Union by the 10th day of the succeeding month after such deductions are made which the Union shall place in a suspense account pending resolution of the dispute pursuant to Appendix A.

Section 4 - Objection on Religious Grounds

The obligation to pay a fair share fee to the Union shall not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the Employee to an agreeable non-religious charitable organization mutually agreed to by the objecting Employee and the Union. If the Employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be selected by the affected nonmembers from an approved list of charitable organizations established by the Illinois State Labor Board.

Section 5 - Objections on Other Grounds

Any non-member making a fair share payment may object to the amount of his/her fair share payments on the grounds that all or part of the such payments have been expended by the Union for political activities or causes, or for activities or causes not germane to the collective bargaining process or contract administration. Any such Employee with any such objection shall process his/her objection in accordance with the procedure set forth in Appendix A, attached hereto and made a part of this Agreement.

Section 6 - Indemnification

The Union shall indemnify and hold harmless the Village against any and all claims, demands, actions, complaints, suits, judgments or other forms of liability (monetary or otherwise) including reasonable attorneys' fees, brought or issued against the Village as a result of any action taken pursuant to the check-off provision of this Article, including any cost incurred by the Village arising from challenges to the fair share fee amount, provided that the Village has not initiated such legal or administrative action.

In the event of any legal action against the Village brought forth in a court or administrative agency because of its compliance with this article, the Employer may, at its option, require the Union to defend such actions, at the Union's expense, or the Village may do so through its own counsel, the cost of which shall be paid by the Union.

**ARTICLE VI**

EMPLOYEE STATUS

The Employer shall submit written notice to the Union, quarterly, of the name, job title, and effective date of actions affecting employees as follows:

- A. Appointment of new Employees
- B. Transfer
- C. Suspension
- D. Termination by type (retirement, disability, voluntary, involuntary)
- E. Authorized leave of absence without pay for one (1) month or more
- F. Written Reprimands
- G. Layoffs

The Employer shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific Articles and Sections of this Agreement and in such other cases as may be agreed upon by the Employer and the Union.

**ARTICLE VII**

GENDER

Whenever a male pronoun is used in this Agreement it shall be construed to include male and female Employees.

**ARTICLE VIII**

PARKING

The Employer shall provide, without cost to employees on duty, one parking space adjacent to all Fire Department facilities, fire stations and work sites in accordance with past practice.

**ARTICLE IX**

HOUSEKEEPING

Employees are responsible for maintaining day-to-day cleaning and upkeep of all fire houses and are required to maintain sanitary conditions in all quarters and perform light maintenance of parking lots and grounds, including areas inaccessible to snow plows. The Employer agrees to supply and make available materials required in the day-to-day upkeep of all firehouses. The Employer further agrees to supply items necessary to maintain sanitary conditions of all quarters within all firehouses.

**ARTICLE X**

GENERAL CONDUCT

Firefighters, as members of the public service, shall abide by the rules and regulations of the Village, the Village of Carpentersville Fire Department, and the laws of the State of Illinois and the United States of America.

Neither the Association nor any employee may use or authorize others to use the name of the Department or the Village in relation with any solicitation without the written consent of the Village Manager.

The fact of an arrest of a member of the Fire Department for violation of the laws of the State of Illinois or the USA shall not be the basis for discipline although the underlying conduct may be.

**ARTICLE XI**

LABOR-MANAGEMENT SAFETY COMMITTEE

Section 1 - Establishment of Committee

There shall be a labor-management safety committee consisting of four (4) part-time Firefighters and up to four (4) Employer representatives. The Committee shall meet on request of either party or at least quarterly to discuss all matters of mutual concern. The Committee shall have the authority to make recommendations to the Union and the Employer.

Section 2 - Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Union and the Employer, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3 - Safety Issues

Any report or recommendation on safety issues which may be prepared by the Union or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

Section 4 - Union Representative Attendance

When absence from work is required to attend labor-management conferences, Employees shall, before leaving their workstation, give reasonable notice to and receive approval from, their Shift Commander. The Shift Commander shall approve the absence if it does not interfere with the employee's regular duties or emergency situations. Employees who are permitted to attend labor-management conferences while on duty may do so without loss of pay. Employees attending such conferences on paid status shall be limited to two (2).

**ARTICLE XII**  
UNION ACTIVITY

Section 1 - Representative Time Off

A. Subject to the needs of the Employer to maintain adequate manning of the fire stations and to meet emergencies and without disruption of services, Employees elected or appointed to represent the Union shall be permitted reasonable time off without pay to attend regular or special meetings of the Union, conferences, conventions or seminars of firemen's unions.

B. Any employee desiring such time off without pay shall submit a written request to this supervisor not less than fourteen (14) days in advance of the requested dates off. Approval of such unpaid time off shall not be unreasonably withheld.

Section 2 - Negotiating Team

One (1) member of the Union negotiating team shall be allowed to attend all negotiating sessions attended by the Employer and the Union while on duty without loss of pay. Negotiating sessions shall not terminate if an on-duty Firefighter is called to active duty.

Section 3 - Use of Fire Facility for Union Meetings

The union may utilize meeting room space available at any of the fire stations for the conduct of union meetings with permission of the Fire Chief. Said meetings should not commence until after 5:00 p.m. nor shall it interfere with any scheduled departmental training or planned activity. Notice to the Fire Chief by the union shall be made at least seventy-two (72) hours in advance. If in the sole discretion of the Fire Chief should circumstances warrant, the meeting may be canceled and departmental personnel attending must perform fire departmental related tasks. There shall be no authorized use of over-time for members to attend any union meetings.

Section 4 - Union Stewards

On May 1<sup>st</sup> of each contract year, the Union will provide the Village with a letter that lists the names of the Union Stewards. The Village will contact these stewards to discuss union matters should the need arise.

### **ARTICLE XIII**

#### **BULLETIN BOARD**

The Village shall provide adequate space on and maintain one bulletin board in each fire station for the posting of notices concerning Union business and activities.

### **ARTICLE XIV**

#### **MINIMUM MANNING**

An engine company is a pumper and shall be staffed with a minimum of three (3) Firefighters, a truck company is all other trucks and shall be staffed with a minimum of two (2) Firefighters, and an ambulance shall be staffed in compliance with requirements of State law and the emergency medical system subscribed to by the Village.

If sufficient personnel are not available at the scene to meet the minimum staffing requirements, the Chief may place units out of service for reasons of insufficient personnel.

### **ARTICLE XV**

#### **TRAINING**

Training is considered essential to enable the Employees to function and carry out required duties. The Village will make training available as it deems appropriate. The Village and Union recognize the need for both maintenance of and broadening employees' training levels. Accordingly, the Village will continue to offer employees opportunities to attend said courses for certifications and/or educational classes when a member makes a request. The Chief, or his designee, will review said request. Should the request be denied, the employee will be given written notice why. The Village will compensate Employees who attend mandatory training at their regular hourly rate and may pay registration costs and fees for training approved by the Chief or his designee.

Employees shall attend all mandatory training sessions unless excused by the Chief or his designee. If four or more mandatory training sessions are held in a calendar year, employees must attend a minimum of 70% of such mandatory training sessions (regardless of whether such absence is excused) or be subject to discipline or discharge.

Any part-time employee who receives funding for any training classes shall agree to maintain his status as a part-time firefighter with Carpentersville for a period of two years from the completion of said course. If employee separates before the two years after completion of course, they shall reimburse the Village the full cost of said course within thirty (30) days of separation.

### **ARTICLE XVI**

#### **SAFETY**

##### **Section 1 – Injury and Illness Reporting**

The Village agrees to maintain the existing injury and illness reporting system. Copies of all reports

shall be made available upon request to the affected Employee in accordance with the procedure contained in the section on Personnel Files.

Section 2 – Employee Notification

If a Village supervisor is notified that an Employee has provided emergency medical care to a patient who is suspected of having or has a serious communicable disease or infectious disease that requires the exposed Employee to seek medical treatment, the Employee shall be promptly notified. The reasonable cost of any required medical examination, diagnostic test or immunizations related to exposure for the Employee in question shall be paid by the Village.

**ARTICLE XVII**

DEFINITION OF SENIORITY

Seniority shall be determined by continuous service in the Fire Department calculated from the date of employment. Employees with the employment date of May 1, 1994 shall be credited with service with the Carpentersville and Countryside Fire Protection District for purposes of layoffs and scheduling.

**ARTICLE XVIII**

LAYOFFS

In the case of personnel layoffs, the Employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. Failure to report to work on the date designated for return shall constitute a waiver of the Employee's job reinstatement rights. No new part-time Firefighters shall be hired until all laid-off part-time Firefighters have been given the opportunity to return to work.

**ARTICLE XIX**

RULES AND REGULATIONS

Section 1 - Employer Rights

The Village retains its inherent management right to promulgate rules and regulations related to the conduct and operation of the Fire Department.

Section 2 - Compliance

The Union agrees that its members will comply with all reasonable rules and regulations of the Fire Department.

Section 3 - Manual of Rules and Regulations

Written rules and regulations shall be contained in a loose-leaf binder with copies being maintained in the day room of each fire station. The manual shall be indexed and not contain rules or regulations in conflict with each other. A superseded rule or regulation shall be removed from the manual on the effective date of a new rule or regulation, which supersedes it.

Section 4 - Adoption of New Rules and Regulations

New rules and regulations shall be posted in each fire station at least fourteen (14) days prior to their effective date. Prior to the effective date, they shall be posted or otherwise provided to unit members and inserted in all copies of the manual of rules and regulations. Where the Village deems necessary, training shall be provided regarding a new rule or regulation.

**ARTICLE XX**

DRUG AND ALCOHOL TESTING

Section 1 - General Policy Regarding Drugs and Alcohol

The use of illegal drugs and the abuse of alcohol by members of the Fire Department present unacceptable risks to the safety and well being of other Employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the Employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse.

In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of Employees and residents, the Village and the Association agree to establish a program that will allow the Village to take the necessary steps, including drug and/or alcohol testing, to implement a general policy regarding drugs and alcohol.

The Fire Department and its Employees have the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its Employees are physically and emotionally fit to perform their jobs at all times. For these reasons, the abuse of alcohol or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by department members is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Section 2 - Definitions

A. "Drugs" shall mean any controlled substance listed in Chapter 56 2 of the Illinois Revised Statutes, known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this policy are the following:

Opium	Methaqualone	Psilocybin-psilocin
Morphine	Tranquilizers	MDA
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phemnetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Cocaine	Steroids

B. The term "drug abuse" includes the use of any controlled substance, which has not been legally prescribed and/or dispensed.

### Section 3 - Prohibitions

Firefighters shall be prohibited from:

- A. Consuming or possessing alcohol or proscribed drugs (drugs proscribed by the Controlled Substances Act) at any time during the work day on any of the Village's premises or job sites, including all Village buildings, properties, vehicles and the Employee's personal vehicle while engaged in Village business.
- B. Using (any level), selling, purchasing or delivery of any proscribed drug during the workday or when off duty.
- C. Being under the influence of alcohol (blood alcohol level of .04 and above) or proscribed drugs (any level) during the course of the workday.
- D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violation of these prohibitions may result in disciplinary action, up to and including discharge.

### Section 4 - The Administration of Tests

The Village may require an Employee to submit immediately to Breathalyzer, blood and/or urine tests on a random or specified situation basis, or if the Village otherwise determines there is probable cause for such testing. If an Employee is required to undergo such testing based on probable cause, the Village will provide the Employee with the basis for such probable cause in writing at or about the time the test is administered. If the written basis is not provided prior to the actual test, a verbal statement of the basis will be provided prior to administering the test and the written basis will be provided within three (3) days thereafter.

Random testing shall be done on dates and at times and places designated by the Fire Chief. An Association representative shall be advised of the date, time and place for the testing and the name(s) of the Employee(s) to be tested. The Association shall have the right to have an Association representative present at the test site, provided that the Association representative is available within one (1) hour of when the Association is notified. No Employee shall be subject to random testing more than once in an eighteen-month period, and no Employee shall be required to take a random test a second (or third) time during each calendar year until all other non-probationary Employees in the bargaining unit have been tested once (or twice, as the case may be).

Specified situation testing may occur in the following circumstances:

- A. During an assignment of a Firefighter to the EAP, and upon his return to duty with the Department;
- B. If a Firefighter is involved in a motor vehicle or other accident while in the performance of his duty;
- C. Upon promotion to a higher rank; or
- D. If the Firefighter has experienced excessive absenteeism or tardiness under circumstances

giving rise to a reasonable suspicion of off-duty drug or alcohol abuse.

The Village may use breathalyzer tests as well as urine and blood tests for alcohol testing. For drug/alcohol tests not involving a breathalyzer, the Village shall use only licensed clinical laboratories and shall be responsible for maintaining the proper chain of custody. The Village shall maintain a list of approved licensed clinical laboratories and shall offer the Employee a choice of one of at least two (2) such laboratories for the conduct of drug tests pursuant to this Policy. The taking of urine samples shall not be witnessed unless there is probable cause to believe the Employee is tampering with the test procedures. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted.

An initial positive test result shall not be submitted to the Village unless a confirmatory test result is also positive as to the same sample. Upon request, the Village shall provide an Employee with a copy of any test results, which the Village receives with respect to such Employee.

A portion of the tested sample shall be retained by the laboratory so that the Employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the Employee's choosing and at the Employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Employer from the list maintained by the Village, the Employee shall not have access to the sample and shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

Within two (2) working days after the test is administered, the Employee may request a meeting with the Chief, with or without Union representation. At any such meeting, the Employee and/or the Union may raise issues relating to the testing, including probable cause. The Employee shall also have a one-time only option at this meeting to admit to a drug/alcohol illness and to seek assistance from the Village's Employee Assistance Program ("EAP"). If the Employee invokes this option, the test results shall not be made available to the Village.

Except where the Employee invokes the one-time only option to admit to the illness and to seek assistance from the EAP, the results of any positive tests shall be made available to the Village. If an Employee tests positive for the use of a proscribed drug, the Village may take such action as the Village in its discretion deems appropriate. The first time an Employee tests positive for substance abuse involving something other than a proscribed drug, and/or if the Employee invokes the one-time only option to admit to the illness and to seek assistance from the EAP, the Employee shall be required to enter and successfully complete the EAP, during which time the Employee may be required to submit to random testing with the understanding that if the Employee again tests positive the Village may take such action as the Village in its discretion deems appropriate. The Village in any event retains the right to take such action as the Village in its discretion deems appropriate including discharge if an Employee engages in conduct prohibited by Section 3 of this Article, or in conduct that is otherwise subject to discipline and is aggravated by drug or alcohol abuse.

Conduct prohibited by Section 3 of this Article shall be cause for discipline including termination.

### Section 5 - Voluntary Requests for Assistance

Except where there is imminent danger to the life of an Employee or others and except where the Employee has invoked the one-time only option to admit to the illness and to seek the assistance provided for in Section 4, above, the administrator of the Village's EAP shall maintain in strict confidentiality the fact that an employee has voluntarily sought assistance from the Village's EAP. Seeking confidential assistance from the Village's EAP shall not be grounds for disciplinary action; however, the seeking of such confidential assistance also shall not insulate an employee from the consequences of engaging in conduct prohibited by Section 3

### Section 6 - Expungement

If an Employee is ordered to take a drug or alcohol test pursuant to this Policy, and the findings on either the initial or confirmatory test are negative, the test results as well as all records of and references to the test and/or the order to take the test shall be expunged from the Employee's personnel records no later than two years after the date of the test, unless the Employee has tested positive on another occasion within the two-year period.

## **ARTICLE XXI**

### DISCIPLINE AND DISCHARGE

#### Section 1 - Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures may include the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension (notice to be given in writing)
- D. Discharge

Disciplinary action may be imposed upon a non-Probationary employee only for just cause. Disciplinary action or measure imposed upon a non-Probationary employee may be processed as a grievance only as set forth in the section on Disciplinary Grievances. For purposes of this Agreement, a Probationary Employee is an employee who has not completed one year of service in the Fire Department. Probationary employees may be disciplined or discharged at will.

If the Village has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.

#### Section 2 - Limitation

The Village's agreement to use progressive and corrective disciplinary action does not prohibit the Village in any case from imposing discipline which is more or less severe than set forth above.

#### Section 3 - Investigatory Interviews

Where the Village desires to conduct an investigatory interview of an Employee where the results of the interview might result in discipline, the Village agrees to first inform the Employee that the Employee has

a right to Union representation at such interview. If the Employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the Employee, clarifying the facts and suggesting other Employees who may have knowledge of the facts.

## **ARTICLE XXII**

### **PERSONNEL FILES**

#### **Section 1 - Personnel Files**

The Village shall keep a personnel file for each Employee within the bargaining unit, which may include information kept in working files.

#### **Section 2 - Inspection**

Within five (5) days of a written request of an Employee made to the Chief, the Village shall permit an Employee to inspect his personnel file subject to the following:

- A. Such inspection shall occur within a reasonable time following receipt of the request.
- B. Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request.
- C. The Employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying.
- D. Upon written authorization by the requesting Employee, in cases where such Employee has a written grievance pending, and is inspecting his file with respect to such grievance, that Employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his/her personnel file subject to the procedures contained in this Article.
- E. Pre-employment information, such as reference reports, credit checks or information provided the Village with a specific request that it remain confidential, shall not be subject to inspection or copying.

#### **Section 3 - Notification**

The Employees shall be given written notice within a reasonable time (but not more than three (3) working days) by the Village when a written reprimand or other disciplinary documentation is permanently placed in their personnel file.

#### **Section 4 - Illinois Access To Personnel Records Act**

The Village will comply with the Illinois Access To Personnel Records Act in its entirety.

## **ARTICLE XXIII**

### **GRIEVANCE PROCEDURE**

#### **Section 1 – Grievance Defined**

A grievance for the purpose of this Agreement is defined as a difference of opinion between an Employee covered by this Agreement and the Village with respect to the meaning or application of the express terms of this Agreement.

#### **Section 2 - Procedure**

Grievances shall be settled in the following manner. If a grievance is not filed or appealed to any step of the grievance procedure or 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 the grievance within the applicable time limit, the grievance shall be denied at that step at the time such answer is due.

##### **Step I**

The Employee concerned must submit a grievance in writing to the Employee's Shift Commander within 7 (seven) days of the first instance of the alleged act or omission, which is the subject of the grievance. If not raised within the applicable time limit, the grievance shall be deemed to have been waived and shall not be processed further. The Shift Commander shall attempt to adjust the grievance at that time and render a written decision within 14 calendar days.

##### **Step II**

If the grievance is not settled at Step I, the grievance may be submitted in writing by the Union only to the Fire Chief within 7 calendar days that shall render a written decision within 14 calendar days after the receipt of the grievance.

##### **Step III**

If the grievance is not settled at Step II, the grievance may be submitted by the Union only within 7 calendar days to the Village Manager who shall render a written decision within 14 calendar days after the receipt of the grievance.

##### **Step IV**

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the Village Manager within 28 calendar days after receipt of the Village's answer in Step III (or if no answer, the last date for such answer). The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from Illinois, Wisconsin or Indiana who are members of the National Academy of Arbitrators. The parties shall alternatively strike one name at a time from the list until one name remains, with a coin toss being used to determine who strikes first; providing that either party, before

striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Village and Union requesting that he/she set a time and place for hearing, subject to the availability of the Village and Union representatives. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her and his/her award and decision shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. The costs of the arbitration proceeding, including the fee and expenses of the arbitrator, shall be divided equally between the Village and the Union.

### Section 3 - Representation

Grievances may be processed by the Union on behalf of an Employee or on behalf of a group of Employees. The grievant or one grievant representing a group of grievants may be present at any step of the grievance procedure, and the Employee is entitled to Union representation at each and every step of the grievance procedure upon his or her request. Grievances may be filed on behalf of two (2) or more Employees by the Union only, and only if the same facts, issues and requested remedy apply to all Employees in the group.

### Section 4 - Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violations, the relief sought, the signature of the grieving Employee(s), and the date of filing. It shall be prepared on the grievance form agreed to as part of this Agreement.

### Section 5 - Time Limitation

Grievances may be withdrawn at any step of the grievance procedure without precedent. Time limits may be extended by mutual agreement.

### Section 6 - Investigation

One steward shall be permitted reasonable time during his shift to investigate established grievances on the Village's property without loss of pay provided that the investigations shall not interfere with his regular duties.

### Section 7 - Grievance Meeting

A maximum of one (1) Employee (the grievant or the Union steward) per work shift shall be excused from work without loss of pay to participate in a Step I grievance meeting. A maximum of two (2) Employees (the grievant and/or Union steward) per work shift shall be excused from work without loss of pay to participate in a Step II or Step III grievance meeting. The Employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The Employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the Employee's work shift. In the event of a grievance, the Employee's assigned work task shall be performed first and the grievance

filed later, unless the Employee reasonably believes the assignment endangers his safety. In no event shall Employees be permitted to participate in grievance meetings if it will interfere with his regular duties.

## **ARTICLE XXIV**

### **NO STRIKE / LOCKOUT**

#### **Section 1 - Striking**

Neither the Union, its officers, agents nor any Employee, will instigate, encourage, participate in, promote, or condone any strike, sympathy strike, concerted work stoppage, concerted refusal or failure to sign up for work, slowdown, secondary boycott, residential picketing of Trustees, the Village President or management personnel of the Village, or any other curtailment or restriction, interruption of or interference with services, work or other functions of the Village regardless of the reason for so doing. Any and all Employees who violate any of the provisions of this Article may be disciplined up to and including discharge by the Village. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

#### **Section 2 - Compliance**

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 the event of a violation 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 3 - Remedies**

The breach of any or all of the obligations under this article by the Union, its officers, agents or any Employee covered by this Agreement shall entitle the Village to all remedies, both legal and equitable, including money damages and/or an injunction and attorneys' fees and costs as provided by law.

#### **Section 4 – No Lockout**

No lockout of Employees shall be instituted by the Village during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement. This provision shall not otherwise limit the Village's right to determine staffing levels or the number of shifts available to employees covered by this Agreement.

## **ARTICLE XXV**

### **RESIDENCY REQUIREMENT**

Current Employees must reside within the limits of the Carpentersville and Countryside Fire Protection District or three miles of a fire station site within ninety (90) days of the date of this Agreement as a condition of continued employment. All new Employees who are subject to call-backs and who do not reside within these limits must establish and maintain a residence within these limits within (90) days of his or her hire date, as a condition of continued employment.

Employees assigned as Duty Firefighters are those who are not subject to call-backs.

Notwithstanding the above, Duty Firefighters must reside within the limits of the Carpentersville and Countryside Fire Protection District or ten miles of a fire station site within ninety (90) days of the date of this Agreement or his or her hire date as a condition of continued employment.

**ARTICLE XXVI**  
**WAGES AND HOURS**

**Section 1 - Wages**

Employees shall be compensated at the following rates per hour for each hour worked during the following contract years:

	Less Than 1 Year	1 Year to Less Than 4 Years	4 Years to Less Than 8 Years	8 Years to Less Than 11 Years	11 Years to Less Than 15 Years	15 Plus Years
Firefighter FY 08-09	\$12.23	\$12.53	\$13.05	\$13.98	\$14.11	\$14.23
Paramedic FY 08-09	\$12.88	\$13.70	\$13.85	\$14.88	\$14.91	\$15.03
Firefighter FY 09-10	\$12.73	\$13.03	\$13.55	\$14.48	\$14.61	\$14.73
Paramedic FY 09-10	\$13.38	\$14.20	\$14.35	\$15.38	\$15.41	\$15.53
Firefighter FY 10-11	\$13.23	\$13.53	\$14.05	\$14.98	\$15.11	\$15.23
Paramedic FY 10-11	\$13.88	\$14.70	\$14.85	\$15.88	\$15.91	\$16.03
Firefighter FY 11-12	\$13.73	\$14.03	\$14.55	\$15.48	\$15.61	\$15.73
Paramedic FY 11-12	\$14.38	\$15.20	\$15.35	\$16.38	\$16.41	\$16.53

Movement to the rate for the next fiscal year is referred to as the "Annual" increase. Movement based on years of service is referred to as the "Service" increase. A part-time Employee will be evaluated April of each year based on the criteria outlined in Appendix B. As indicated, an Employee will need to receive a score of 70 or higher in order to receive an Annual or a Service increase. If an Employee does not earn a raise in a given year, he/she will not be eligible until the following May and will not receive any additional Annual or

Service increases until a score of 70 or higher is achieved. Employees do not receive a annual or service increase until such time they receive a passing annual evaluation which they will then be placed on the wage schedule were they should be based on fiscal years and years of service.

Employees who are State Certified Engineers and have at least two years on the department or fire department experience and have completed the department's engineer training and authorized to operate as a department engineer (Department will provide this training within six months of the employee receiving their State certification document.) shall receive an additional \$.25/hour above their regular rate of pay of each hour worked.

#### Section 2 - Overtime

Employees shall not be permitted to sign up for overtime hours without permission of the Chief. The work period for FLSA purposes shall be 28 consecutive days. An Employee shall be paid one and one-half times his/her regular straight-time hourly rate of pay for all hours of actual time worked in excess of 212 hours in any regular 28-day work period.

#### Section 3 - Shift Exchange

Employees may exchange shifts with the approval of the Chief or his designee provided that minimum staffing requirements are maintained and no overtime results.

#### Section 4 - Hold Over Pay

Employees will be compensated at their regular rate of pay for hold-overs for the first 212 hours in a work cycle and one and one-half times the regular rate for hours over 212 in a work cycle.

#### Section 5 - Call Back Pay

Employees will be paid at their regular rate of pay plus overtime, if applicable, for hours actually worked during call-backs. Employees shall be paid a minimum of two hour's pay at the regular rate for each callback. Hours worked during call-backs occurring on a holiday shall be paid at twice the regular rate.

#### Section 6 – Holidays

Employees shall be paid at twice their regular rate for hours of work performed on the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day

#### Section 7 - EMT and Paramedic Training

The Village shall pay for the cost of tuition for the initial Emergency Medical Technician certification class and the initial Paramedic certification class for each Employee. Time spent at such classes shall not count as hours worked and Employees will not be paid for such time.

The Village shall pay the cost of tuition for classes that an Employee is required to take to maintain

an Emergency Medical Technician certification or Paramedic Certification. Attendance at classes required to maintain such certifications will count as hours worked and be compensated accordingly.

Section 8 - No Pyramiding

There shall be no pyramiding of premium pay under any provision of this Agreement.

Section 9 – 401(k) / 457 Plan

The Village shall make available to all employees covered by this agreement a 401 (k) 457 plan from the current pool of plans the Village has under the same rules which govern all Village employees. There shall be no contribution cost to the Village.

Section 10-Scheduling

Part-time duty sign-up shall be conducted by certification status in order of paramedic/engineer, and firefighter and seniority within those groups. The hours allowed for each sign-up shall be as follows: 91 hours for paramedics, 78 hours for engineers, 52 for firefighter/Emt. The department has the right to change the number of hours allowed based on the needs of the department. This change can be done without input from the union and the department shall provide the members thirty (30) days notice of such change. Any new part-timer hire shall be allowed to sign up for only ½ of the allotted hours of a period of six months from date of hire. When the employee is scheduled for duty, the employee shall be notified, when practical, of any change to their station assignment no less that two (2) hours prior to the beginning of their shift. (Exception: Between the hours of midnight and 5:00 a.m.)

Section 11-Personal Property

The Village will reimburse a member of the bargaining unit in the following amount for personal property lost or damaged in the line of duty. Items covered will be watches (not to exceed \$65.00); prescription eyeglasses (not to exceed \$200.00), regular sunglasses are not reimbursable; and contact lens (not to exceed \$150.00). Amount will be determined by the employee submitting a receipt indicating they have replaced the lost/damaged item and for what amount.

**ARTICLE XXVII**

UNIFORMS

New employees will be provided with one complete uniform consisting of one pair of pants, one shirt, one belt, two badges, two nameplates, one squad coat, one ball cap or watch cap, two polo shirts, one work shirt, one pair of approved work shoes/boots (not to exceed \$100.00) two tee shirts, and a fire department ID card. After their first year of employment, employees shall be provided a uniform allowance as follows:

FY 08-09	\$200.00	FY 10-11	\$200.00
FY 09-10	\$200.00	FY 11-12	\$200.00

For those employees who work more than 1,250 hours/year based on the actual hours work the prior fifty-two (52) weeks, the employee shall receive \$300.00 per year clothing allowance. Once a part-time firefighter completes 4 years of creditable service with the department, he/she may use up to \$100.00 of their

allotted clothing allowance for the purchase of such items as truck belts, flashlights, etc. as long as these items are department approved and consistent with all firefighter's purchases. All purchase requisitions must be approved by

the Lieutenant in charge of uniforms. Upon separation from the department, the employee shall return to the department all items with Carpentersville Fire Department logos, patches, and images of the department patch along with the issued squad coat, two badges, department ID, and all firefighting turnout gear. All of said items must be returned with 30 days of separation.

### **ARTICLE XXVIII**

#### **ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

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.

Therefore, 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 matter or issue which may legally be or have been the subject of bargaining regardless of whether or not such matter or issue was raised or could have been raised or foreseen in collective bargaining and regardless of whether such matter is covered or excluded by the express language of this Agreement.

### **ARTICLE XXIX**

#### **SAVINGS CLAUSE**

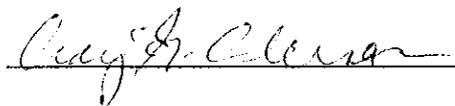
If any provisions of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted Federal or State Legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision(s) shall be open to negotiations upon written request of either party.

**ARTICLE XXX**

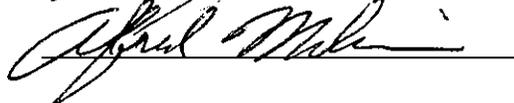
DURATION

This Agreement shall be effective as of the day after the contract is executed and ratified by both parties and shall remain in full force, and effect until 11:59 p.m. on the 30th day of April 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the expiration date that it desires to modify this Agreement.

**VILLAGE OF CARPENTERSVILLE**

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

**CARPENTERSVILLE  
FIREFIGHTERS ASSOCIATION/  
SEIU LOCAL 73**

## APPENDIX A

### PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS

#### A. Filing an Objection

An employee with any objections to a fair share payment shall initially file his/her objection by notifying the Union President in writing by registered or certified mail post-marked within thirty (30) days after he/she becomes aware of the basis for his/her objection.

#### B. Review Step One

Any objection properly submitted to the Union President shall be promptly heard by the Executive Board of the Union, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments is to be made, and notify the objector in writing.

#### C. Review Step Two

Upon receipt of the decision of the Executive Board, an objecting Employee may pursue his/her objection by filing a complaint with the Illinois State Labor Relations Board, in accordance with the procedures established by that agency.

#### D. Consolidation

If more than one Employee has requested arbitration, all complaints shall be consolidated and determined by the designated arbitrator in a single hearing. In any such hearing, the objectors shall designate a spokesperson to act in their behalf in presenting all claims in the hearing.

#### E. Segregated Funds

Upon the initial receipt by the Union of any contested fair share payment by an Employee, the Union shall cause such contested amount to be placed in an interest bearing escrow account at the then prevailing rate. Any additional so contested amounts, collected while the objection is in process, shall be similarly directed to such account, and remain so segregated from usual and customary Union funds until such time as the validity of the objection is finally determined.

#### F. Rebates

In the event that the Union determines or the Illinois State Labor Relations Board or an arbitration award directs a reduction in fair share payments, the Union shall notify the Village to comply with said ruling as to prospective deductions from the salaries of non-members and the Union shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such fair share paying non-members.

APPENDIX B

CARPENTERSVILLE FIRE DEPARTMENT  
PART-TIME FIREFIGHTER RAISE EVALUATION FORM

Name of Firefighter: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

Evaluator: \_\_\_\_\_

- \_\_\_\_\_ pts (21 points) Punctual to Duty (maximum 21 points) - Loss of seven (7) points for each unexcused late or no show for duty. No show or late is no contact made to Shift Commander by start of shift.
- \_\_\_\_\_ pts (30 points) Drill Attendance – 3 points per department drill attended. In addition to the scheduled 1<sup>st</sup> Monday of the month, the department will offer one (1) additional drill session that will count toward drill attendance. One evening will be offered. You can only attend this if you are unable to attend the department drill. Only three (3) points per month can be earned. Drill credit may be submitted from other departments for 15 of the possible 30 points. Proper documentation needs to be provided.
- \_\_\_\_\_ pts (20 points) A point will be awarded for each hour an employee works on details such as parades, CPR class, Public Education details, and other as determined by the Fire Chief. Five (5) points will be earned if the employee attends all scheduled department drills.
- \_\_\_\_\_ pts (16 points) Required duty hours worked. Zero (0) points will be awarded if the employee does not meet the requirement of an average of 28 duty hours over two 28-day pay periods. No points will be awarded if this occurs even once.
- \_\_\_\_\_ pts (13 points) Performance rating by staff officers.
- \_\_\_\_\_ Total Score (100 points)

A score of 70 or above will result in the Annual and Service raise being granted. Evaluations will take place each April. If an employee earns a rating below 70, he/she will not be eligible for an Annual or Service pay increase until the following May.

APPENDIX C

TUITION REIMBURSEMENT AGREEMENT

Whereas, \_\_\_\_\_ has made application to the Village of Carpentersville through the Fire Department for payment of department approved training class;

Whereas, the Village and \_\_\_\_\_ agree that as a condition of having the Village pay the aforesaid training class, \_\_\_\_\_, must remain an employee of the Village until \_\_\_\_\_, 200\_\_.

The parties in consideration of the mutual promises herein contained, agree as follows:

\_\_\_\_\_ agrees to the above terms and conditions and also agrees that if for any reason the he/she terminates employment with the Village prior to \_\_\_\_\_, 200\_\_; \_\_\_\_\_ will repay \$\_\_\_\_\_ for any and all classes paid for by the Village under this agreement within thirty (30) days of separation from the Village.

Dated: \_\_\_\_\_, 200\_\_

VILLAGE OF CARPENTERSVILLE

By: \_\_\_\_\_  
It's Village Manager

\_\_\_\_\_  
Employee