

MEMORANDUM OF AGREEMENT

BETWEEN

VILLAGE OF CARPENTERSVILLE



AND

CARPENTERSVILLE PROFESSIONAL FIREFIGHTERS  
IAFF LOCAL 4790  
(FULL-TIME FIREFIGHTERS)



May 1, 2010-April 30, 2013

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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, and the Carpentersville Professional Firefighters IAFF LOCAL 4790, 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 Employer recognizes the Carpentersville Professional Firefighters Association IAFF LOCAL 4790 as the sole and exclusive bargaining agent for the following described bargaining unit:

- Included: All full-time firefighters in the rank of Lieutenant and Firefighter.
- Excluded: Chief, Assistant Fire Chief, Designated Shift Commander /Captain/Battalion Chiefs (which shall not exceed four (4) in number including Captains) are agreed to be supervisory personnel under the Illinois Labor Relations Act ("ILRA"); Chief's secretary, part-time secretary, all part-time firefighters, 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 FULL-TIME FIREFIGHTER

For the purposes of this Agreement, Full-Time Firefighters hereafter referred to 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 firefighting, fire suppression, engineer, emergency medical technician or paramedic duties and who has been appointed, sworn or commissioned by the Board of Fire and Police Commissioners of the Village of Carpentersville.

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## ARTICLE IV

### MANAGEMENT RIGHTS

The Employer shall retain the sole right and authority to operate and direct the affairs of the Employer including the Fire Department in all its various aspects consistent with authority granted to it under the Constitution and laws of the United States of America and State of Illinois. All of the rights, functions, and prerogatives of management, which the Employer had prior to entering into this Agreement, are reserved and retained exclusively to the Employer. In no event shall any right, function or prerogative of the Employer 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 Employer'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, the extent, and standards of service offered to the public, its overall budget, the organizational structure and selection of new employees, and 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 federal or state law or this Agreement.

The Employer 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.

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## ARTICLE V

### GENERAL CONDUCT

Full-time Firefighters of the Fire Department, as members of the public service, shall abide by the rules and regulations of the Village of Carpentersville Board of Fire and Police Commissioners, rules and regulations of 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 Employer 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 United States of America shall not be the basis for discipline although the underlying conduct may be.

## ARTICLE VI

### RESIDENCY REQUIREMENT

Employees covered under this Agreement shall reside within forty (40) miles from the Village limits as the crow flies. New hires that do not live within this area must establish and thereafter maintain such residency within one (1) year of hire.

## ARTICLE VII

### NO STRIKE / LOCKOUT

Neither the Union, its officers, agents nor any employee will instigate, encourage, participate in, promote, or condone any strike, sympathy strike, concerted work stoppage, secondary boycott, residential picketing of trustees and management personnel of the Employer, or slowdown against the Employer, or any other curtailment or restriction, interruption of, or interference with services, work or other normal functions of the Employer, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be disciplined up to and including discharge by the Employer. 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.

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

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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.

No lockout of Employees shall be instituted by the Employer during the terms of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

## **ARTICLE VIII**

### UNION ACTIVITY

#### 8.1 Representative Time Off

Subject to the needs of the Employer to maintain adequate manning of the fire stations and to meet emergencies and without disruption of services and responses, Employees elected or appointed to represent the Union shall be permitted up to five (5) shifts off without pay per calendar year to attend the State and International Biennial Conventions and meetings or seminars.

Any employee desiring such time off without pay shall submit a written request to his 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.

#### 8.2 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.

## **ARTICLE IX**

### DEDUCTION OF DUES AND FAIR SHARE

#### 9.1 Maintenance of Membership and Agency Shop

Each Employee who on the effective date of this Agreement is a member of the Union, and each Employee who becomes a member after that date, shall maintain his membership in the Union during the term of this Agreement, consistent with Section 6 (f) of the ILRA.

Any present Employee who is not a member of the Union shall, as a condition of employment, be required to pay a proportionate share (not to exceed the amount of

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Union dues) of the cost of the collective bargaining process contract administration and pursuing matters affecting wages, hours, and conditions of employment. All Employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) 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 charge shall be equivalent to the uniform monthly dues and/or assessment(s) paid by an Employee to the Union, less that portion of said dues and assessments(s) which are or may be used for political purposes.

#### 9.2 Payroll Deduction of Union Dues/Fair Share Fee

During the term of this Agreement the Employer agrees to make a payroll deduction each pay period, of Union dues, fair share fee, initiation fee, and assessment(s), in the amount certified to be current by the 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 no later than fourteen (14) days after the deduction is made by the Employer.

Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and to the Union during the thirty (30) days prior to the expiration of the Agreement.

Payroll deductions shall be submitted on approved from. (Appendix B)

#### 9.3 Involuntary Deductions

In the event that an Employee fails to voluntarily sign a check-off authorization, or if an Employee who has previously signed an authorization objects to a specific deduction or assessment, the Employer shall make an involuntary deduction from the wages of the Employee in the amount previously certified to the Employer by the Treasurer of the Union and forward such sums to the Union within fourteen (14) days of the deduction.

#### 9.4 Objections 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

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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 a 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 determined in accordance with the procedures established by the Illinois Labor Relations Board.

#### 9.5 Objections on Other Grounds

Any non-member of the Union making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues 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 part of this Agreement.

#### 9.6 Indemnification

The Union shall indemnify and hold harmless the Employer against any and all claims, suits, or judgments brought or issued against the Employer as a result of any action taken pursuant to the check-off provision, including any costs incurred by the Employer arising from challenges to the fair share fee amount, provided that the Employer has not promoted or instigated such challenge.

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

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

The Employer reasonably cooperates with the Union and its counsel in securing and giving evidence and making relevant information available at all stages of the proceeding.

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## ARTICLE X

### BULLETIN BOARD

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

### PRINTING

The Employer will provide two (2) copies of the Agreement in each station at the time the Agreement is signed by both parties.

## ARTICLE XI

### FIRE COMMISSION

The parties recognize that the Board of Fire and Police Commissioners of the Village of Carpentersville has certain statutory authority as described by law over the Employees covered by this Agreement, including but not limited to making, altering, and enforcing rules and regulations within the subject of such authority. Nothing in this Agreement is intended in any way to replace or diminish such authority of the Board of Fire and Police Commissioners, unless specifically provided for in Section 17.1 and 18.1 of this Agreement and in which case the terms of this Agreement shall take precedence as provided in Section 15 of the IPRA, 5 ILCS 315/15.

## ARTICLE XII

### DEFINITION OF SENIORITY

Seniority shall be determined by continuous full-time service in the Fire Department calculated from the date of employment, except that seniority shall include service with the Village outside of the bargaining unit for purposes of vacation and longevity. Employees with the employment date of May 1, 1994, shall be credited with full-time service with the Carpentersville and Countryside Fire Protection District for purposes of layoffs, scheduling, vacation, longevity, and wages. In all other instances where employees have the same employment date, such employees shall be assigned to the seniority list in order of their ranking on the Board of Fire and Police Commissioners' Eligibility List.

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## ARTICLE XIII

### 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 unit shall be placed out of service for reasons of insufficient personnel.

## ARTICLE XIV

### LAYOFFS

#### 14.1 Layoffs

In the case of personnel layoffs, which are neither arbitrary nor capricious, the Employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. Employees shall be given notice of recall equal to the length of the layoff not to exceed fourteen (14) days. Failure to report to work on the date designated for return shall constitute a waiver of the employee's job reinstatement rights. No new full-time firefighters shall be hired until all laid-off full-time firefighters have been given the opportunity to return to work. Nothing in this Article shall be construed to waive rights provided to employees by the Illinois Substitution Act (65 ILCS 10-2.1-4/10-1-14/70).

#### 14.2 No Layoffs

The parties agree that there shall be no layoffs of bargaining unit members during the term of this Agreement. It is further understood that this provision shall sunset effective April 30, 2013.

## ARTICLE XV

### NEW CLASSIFICATIONS AND VACANCIES

#### 15.1 New Classifications

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the Illinois Labor Board to seek necessary unit clarification.

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15.2 Inclusion

If the inclusion of a new position classification is agreed to by the Village and the Union or found appropriate by the State Labor Board, the Village and the Union shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the issue may be submitted by the Union at the arbitration step for resolution in accordance with the procedures of Section 14 of the ILRA and during the time period before a decision by the arbitrator is received, the Employer will establish a temporary pay rate for the position in question.

15.3 Promotions

Promotions to the rank of Fire Lieutenant and Fire Battalion Chief shall be conducted in accordance with the provisions of the Fire Department Promotion Act (as amended), effective August 3, 2003, HB 988, 50 ILCS 742, hereinafter referred to as the "Act". The provisions of the Village Ordinances and rules and regulations of the State Civil Service Laws shall continue to apply only to the extent of a conflict between the Act and the terms of this Agreement. With any other law, the terms of the Act and this Agreement shall control. Except where expressly modified by the terms of this Article, the procedure for promotions shall be made in accordance with the provisions of the Act.

15.3.1 Eligibility:

Eligibility for examination to the Rank of Lieutenant shall be made from Employees in the next lower rank that have at least sixty (60) months of seniority in the Carpentersville Fire Department. Anniversaries of service, which affect eligibility, will be considered to occur on the date on which the written test is given. Eligibility for examination to the rank of Battalion Chief shall be made from employees in the Lieutenant rank who have at least sixty (60) months of seniority in the rank of Lieutenant. Anniversaries of service, which affect eligibility, will be considered to occur on the date on which the written test is given.

15.3.2 Vacancies:

This Article applies to promotions to vacancies in the rank of Lieutenant and Battalion Chief. A vacancy in such position shall be deemed to occur on the date on which the position is vacated, and on the same date, a vacancy shall occur in all ranks

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inferior to that rank, provided that the position or positions continue to be funded or authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotional list shall be continued in effect until all positions vacated have been filled or for a period up to five (5) years beginning from the date on which the position was vacated, as allowed by law. In such event, the candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

15.3.3 Maintenance of Promotional Lists:

Final eligibility lists shall be effective for a period of two (2) years. The Employer shall take all necessary steps to ensure that the Employer and the Board of Fire and Police Commissioners maintain in effect a current Eligibility List so that promotional vacancies are filled no later than 60 (sixty) days after occurrence of the vacancy.

15.3.4 Rating Factors and Weights:

All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following components weighted as specified:

Objective Component	50 Points
Seniority	5 Points
Ascertained Merit	15 Points
Subjective Component	30 Points

As per the Act, there shall be no minimum passing score on any component to continue with the process.

15.3.5 Test Components

Each component of the promotional test shall be scored on a scale of one hundred (100) points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce total of one hundred (100) points. Candidates shall then be ranked on the list in rank order based on the highest to lowest total scores on all test components. Such ranking shall constitute the preliminary promotional list. Whenever two (2) or more candidates receive the same score, priority shall be given to the person who has

seniority. However, tie scores shall not prevent a candidate(s) from being placed on the preliminary or final promotional lists. A candidate on the preliminary promotional list who is eligible for a veteran's preference under the laws and agreements applicable to the Department may file a written application for that preference within 10 (ten) days after the initial posting of the preliminary promotional list. The preference shall be calculated as provided under Section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotional list based on any veteran's preferences awarded. The final promotional list shall be composed of the top fifteen (15) candidates, when possible after the application of any veteran's preference points, however the application of veteran's preference points to any candidates scores shall not be a reason to remove any other candidate(s) from the final promotional list if the other candidate(s) was (were) one of the top fifteen (15) candidates on the preliminary promotional list. Within thirty (30) days, the final adjusted promotional list shall be posted in each Fire Station, with copies provided to the Union and all candidates.

15.3.6 Objective Component:

The objective component shall consist of a written examination, and at the Employer's option, one (1) or more elements of an independent assessment center. The written exam shall be given in accordance with the Fire Department Promotional Act. Written exams will be selected on a rotating basis from three (3) outside testing companies. Upon mutual agreement by both parties, the three (3) outside testing company requirement may be waived. If the independent assessment center option is used, then the weighting factor of the written examination shall be no less than 25% of the total promotional score, and the combined weighting of the written examination and assessment center shall comprise the total Objective Component weighting factor of 50% of the total promotional score. As per the Act, all materials used for the written exam must be made available to all employees eligible no less than ninety (90) days prior to the exam. Any and all questions used for testing purposes must be the same and uniformly applied to every candidate.

15.3.7 Seniority Points:

Points will be awarded to a maximum of five (5) points, based on years of service with the Carpentersville Fire Department.

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5 Years	1
6-10 Years	2
11-15 Years	3
16-20 Years	4
21+ Years	5

15.3.8 Ascertained Merit:

The Candidate can receive a total not to exceed fifteen (15) points for items listed below. Areas that will receive credit for Ascertained Merit for the rank of Lieutenant are as follows:

State Certified Instructor Level I	1
Tactics & Strategies I	1
Fire Science Management I	1
Fire Science Management II	1
Fire Prevention Principals	1
State Certified FAE	1
State Certified FF III	2
State Fire Officer I*	3
Associate Degree (Non-Fire)	3
Associate Degree (Fire Related)**	4
Bachelors/Masters (Fire Related)**	5

\*Includes Provisional Status

\*\*Fire Related Degrees Include Fire Science, Business Management or Administration, and Public Administration Degrees.

Areas that will receive credit for Ascertained Merit for the rank of Battalion Chief are as follows:

State Certified Instructor Level 2	1
Tactics & Strategies 2	1
Fire Science Management III	1
Fire Science Management IV	1
State Fire Officer 2*	3
Associate Degree (Non-Fire)	3

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Associate Degree (Fire Related)\*\* 4

Bachelors/Masters (Fire Related)\*\* 5

\*Includes Provisional Status

\*\*Fire Related Degrees Include Fire Science, Business Management or Administration & Public Administration Degrees.

Ascertained Merit shall be a cumulative point total and shall not exceed a total of fifteen (15) points. Candidates wishing to receive points under Ascertained Merit shall include copies of the appropriate diploma(s) and/or certificate (s) when submitting the application packet.

15.3.9 Subjective Component:

The subjective components shall consist of one or more sub-components as determined by the Fire Chief and be identified to all candidates prior to its application, be job related, and be applied reasonably uniformly to all candidates.

15.3.10 Order of Selection.

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotional list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotional list. If the highest-ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest-ranking person on the list. Unless the reasons for passing over the highest-ranking person are not remediable, no person who is the highest-ranking person on the list at any time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in Article XVIII of this Agreement.

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# ARTICLE XVI

## DRUG AND ALCOHOL TESTING

### 16.1 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 Union 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 Employees is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

### 16.2 Definitions

16.2.1 "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  
Morphine  
Heroin  
Meperidine  
Marijuana

Methaqualone  
Tranquilizers  
Amphetamines  
Phemnetrazine  
LSD

Psilocybin-psilocin  
MDA  
Chloral Hydrate  
Methylphenidate  
Hash

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Barbiturates  
Glutethimide

Mescaline  
Cocaine

Hash Oil  
Steroids

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

### 16.3 Prohibitions

Firefighters shall be prohibited from:

1. 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.
  2. Using (any level), selling, purchasing or delivery of any proscribed drug
  3. during the workday or when off duty.
  4. Being under the influence of alcohol (blood alcohol level of .04 and above) or proscribed drugs (any level) during the course of the workday.
  5. 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.

### 16.4 The Administration of Tests

The Employer may require an Employee to submit immediately to Breathalyzer, blood and/or urine tests on a random or specified situation basis, or if the Employer otherwise determines there is probable cause for such testing. If an Employee is required to undergo such testing based on probable cause the Employer 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. A Union 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 Union shall have the right to have a Union representative present at the test site, provided that the Union representative is available within one (1) hour of when the Union is notified. No Employee shall be subject to random testing more than once in an eighteen (18) month period, and no Employee shall be required to take a random test a second (or third)

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time during the term of the Agreement 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:

1. During an referral of a Firefighter to the Employee Assistance Program ("EAP"), and upon his return to duty with the Department;
2. If a Firefighter is involved in a motor vehicle or other accident while in the performance of his duty;
3. Upon promotion to a higher rank; or
4. 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 Employer 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 Article. 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 Employer, 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 Fire Chief, with or without Union representation. At any such meeting, the Employee and/or the Union may raise issues relating to the testing,

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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 Employer's Employee Assistance Program ("EAP"). If the Employee invokes this option, the test results shall not be made available to the Employer. 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 Employer. If an Employee tests positive for the use of a proscribed drug, the Employer may take such action as the Employer 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 Employer may take such action as the Employer in its discretion deems appropriate. The Employer in any event retains the right to take such action as the Employer 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.

#### 16.5 Voluntary Requests for Assistance

Except where there is imminent danger to the life of an Employee or others or 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 Employer's EAP shall maintain in strict confidentiality the fact that an Employee has voluntarily sought assistance from the Employer's EAP. Seeking confidential assistance from the Employers' 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.

#### 16.6 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

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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 (2) years after the date of the test, unless the Employee has tested positive on another occasion within the two (2) year period.

## ARTICLE XVII

### DISCIPLINE AND DISCHARGE

#### 17.1 Discipline and Discharge

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

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

Disciplinary action may be imposed upon an employee only for just cause (probationary employee without cause or right of review of any form). Disciplinary action or measure imposed upon an Employee may be processed as a grievance only as set forth in the section on Disciplinary Grievances.

If the Employer 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.

#### 17.2 Limitation

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

#### 17.3 Investigatory Interviews

Where the Village desires to conduct an investigatory interview of an Employee, when the results of the interview might result in discipline the Employer agrees that the Employee has the right, upon request, 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. A reasonable amount of time will be given for the representative to arrive. The role of the Union representative is limited to assisting the Employee, clarifying the facts, and suggesting other Employees who may have the knowledge of the facts. Nothing in this article shall be construed to waive an

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Employee's rights under the Firemen's Disciplinary Act.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

#### 18.1 Definition of a Grievance

A grievance for the purpose of this Agreement is defined as a difference of opinion between an employee covered by this Agreement and the Employer with respect to the meaning or application of the express terms of this Agreement and the Union specifically waives the right of any Employee to contest the issuance of discipline before the Board of Fire & Police Commission.

#### 18.2 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 Employer's last answer. If the Employer 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-Fire Chief

The Employee concerned or the Union alone in the case of a Union grievance must submit a grievance in writing to the Fire Chief within ten (10) 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 Fire Chief shall attempt to adjust the grievance at that time and render a written decision within fourteen (14) calendar days.

##### Step II-Village Manager

If the grievance is not settled at Step I, the grievance may be submitted in writing by the Union only to the Village Manager within ten (10) calendar days and he shall render a written decision within fourteen (14) calendar days after the receipt of the grievance.

##### Step III-Arbitration

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

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the Village Manager and the Fire Chief within twenty-eight (28) calendar days after receipt of the Employer's answer in Step II (or if no answer, the last date for such an answer). Grievances may only be referred to arbitration by the Union, and not by any individual Employee or group of Employees. 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 (1) name at a time from the list until one (1) 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 selection by a joint letter from the Employer and Union requesting that he set a time and place for hearing, subject to the availability of the Employer 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 shall consider and decide only the specific issue submitted to him and his award and decision shall be based solely upon his 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 Employer and the Union.

### 18.3 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 if and only if the same facts, issues, and requested remedy apply to all Employees in the group.

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18.4 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.

18.5 Time Limit

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

18.6 Investigation

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

18.7 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 unusually endangers his safety. In no event shall Employees be permitted to participate in grievance meetings if it will interfere with his regular duties.

18.8 Disciplinary Grievances

Disciplinary matters are not within the jurisdiction of the Board of Fire and Police Commissioners and, instead, shall exclusively be subject to Steps I, II and III of this Grievance Procedure.

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## ARTICLE XIX

### LABOR-MANAGEMENT SAFETY COMMITTEE

#### 19.1 Establishment of Committee

There shall be a labor-management safety Committee consisting of three (3) bargaining unit members and the Fire Chief, Assistant Fire Chief, and one Battalion Chief chosen by the Fire Chief or his designee. The Committee shall meet monthly. The three (3) bargaining unit members will be selected by the Union to serve on this Committee. Committee members who are on duty will be permitted to attend without loss of pay. A maximum of two (2) Committee members who attend meetings while not on duty will be compensated for actual hours in attendance at such meetings.

#### 19.2 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. 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.

#### 19.3 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.

#### 19.4 Union Representative Attendance

When absence from work is required to attend labor-management meetings within the Village, 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, or affect emergency response. Employees who are permitted to attend labor-management meetings within the Village while on duty may do so without loss of pay. The number of Employees attending such meetings on

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paid status shall be limited to three (3).

## ARTICLE XX

### RULES AND REGULATIONS

#### 20.1 Employer Rights

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

#### 20.2 Compliance

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

#### 20.3 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.

#### 20.4 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. The Union Executive Board will be notified via email upon posting. Prior to the effective date, the new regulations or rules shall be posted or otherwise provided to Employees and inserted in all copies of the manual of rules and regulations. Where the Employer and Union deem necessary, training shall be provided regarding a new rule or regulation.

## ARTICLE XXI

### PERSONNEL FILES

#### 21.1 Personnel Files

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

#### 21.2 Inspection

Within five (5) days of a written request of an employee made to the Chief, the

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Village shall permit an employee to inspect his personnel file subject to the following:

1. Such inspection shall occur within a reasonable time following receipt of the request.
2. Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request.
3. 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.
4. 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.
5. 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.

### 21.3 Notification

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

### 21.4 Illinois Access To Personnel Records Act

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

## **ARTICLE XXII**

### EMPLOYEE STATUS

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

1. Appointment of new employees
2. Promotions
3. Transfer
  
4. Suspension
5. Termination by type (retirement, disability, voluntary, with cause)
6. Authorized leave of absence without pay for one (1) month or more
7. Written Reprimands
8. Layoffs

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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 XXIII

### GENDER

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

## ARTICLE XXIV

### PARKING

The Employer shall provide, without cost to employees on-duty, one (1) parking space adjacent to all Fire Department facilities, Fire Stations, and work sites in accordance with past practice.

## ARTICLE XXV

### HOUSEKEEPING

Employees are responsible for maintaining day-to-day cleaning and upkeep of all firehouses 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 Fire Stations. The Employer further agrees to supply items necessary to maintain sanitary conditions of all quarters within all Fire Stations.

## ARTICLE XXVI

### UNIFORMS

#### 26.1 Uniform Allowance

New Employees will be provided with uniforms consisting of five (5) pairs of pants, two (2) dress shirts (1-long sleeve, 1-short sleeve), five (5) tee shirts, four (4) polo shirts, one (1) belt, two (2) badges, two (2) winter shirts, one (1) pair of shoes, and one (1) squad coat that is required to be returned upon the separation of Employee from the Department. A class "A" uniform will be issued upon completion of the probationary

period. Beginning in the fiscal year following the fiscal year in which an Employee first completes one (1) year of employment, each Employee shall be provided an annual uniform allowance of \$400.00 per fiscal year. \$100.00 of this \$400.00 can be used for such items as truck belts, flashlights, etc, as long as these items are Department approved and consistent with all firefighters' purchases. All purchase orders must be approved by the Uniform Coordinator in advance of any purchase.

**ARTICLE XXVII**  
**WAGES AND HOURS**

**27.1 Wages**

**27.1.1 Salary Schedule**

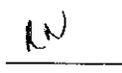
Salaries for individuals who are members of the bargaining unit on or after the date both parties sign this Agreement shall be as follows. Each step raise shall be provided upon the employee's anniversary date.

SALARY SCHEDULE

	1-May-10	1-May-11	1-May 12
	0%	2%	1%
FF1	\$ 53,488	\$54,558	\$55,103
FF2	\$ 57,625	\$58,778	\$59,365
FF3	\$ 59,858	\$61,055	\$61,666
FF4	\$ 63,643	\$64,916	\$65,565
FF5	\$ 66,117	\$67,439	\$68,114
FF6	\$ 68,690	\$70,064	\$70,764
FF7	\$ 70,362	\$71,769	\$72,487
LT-1	\$ 74,144	\$75,627	\$76,383
LT-2	\$ 77,042	\$78,583	\$79,369

If an increase in excess of 1% in the base salary for fiscal year 2012/2013 is awarded through negotiations or arbitration to any other Village of Carpentersville collective bargaining unit, a wage re-opener to this Agreement may be requested by the Union for wages only. Should the Employer award a wage increase for fiscal year 2012/2013 to the base salary of the Fire Chief in excess of the 1% negotiated by the Employer and the Union for that fiscal year, the Union may request that negotiations immediately be reopened on the subject of wages. This wage reopener shall sunset on April 30, 2013. In the event an impasse is reached with respect to the issue subject to such reopener negotiations, the matter shall be resolved, as to such issues, pursuant to Section 14 of the ILRA.

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### 27.1.2 Paramedic Stipend

On May 1, 2008, the paramedic stipend in the amount of \$1,750 was rolled into the base rate of pay. This is reflected in the salary schedule set forth in Section 27.1.1 Salary Schedule above that include the paramedic stipend in the rate of pay for periods on and after May 1, 2008.

### 27.2 Overtime

Employees shall not be permitted to work overtime hours without permission of the Fire Chief or his designee. The work period for Fair Labor Standards Act ("FLSA") Section 7(k) purposes shall be twenty-eight (28) consecutive days. An Employee shall be paid FLSA overtime of one and one-half times (1 ½) his regular hourly rate of pay for all hours worked in excess of two hundred twelve (212) hours in any regular twenty-eight (28) day FLSA work period. Only time actually worked shall count in determining FLSA overtime entitlement.

As a matter of contractual overtime, the Employer agrees to pay one and one-half (1 ½) of Employee's regular hourly rate of pay for all hours worked beyond those regularly scheduled for that employee. Duty trades shall not result in the payment of contractual overtime. Overtime will be paid with the pay check for the pay period following the pay period in which it was earned.

### 27.3 Shift Exchange

Employees may trade duty days if the following conditions are met. Both parties to the trade must provide written documentation of the trade to the Shift Commander at least twenty-four (24) hours in advance of the trade. E-mail will be accepted for that purpose. Upon proper notice, the Employee accepting the trade will be responsible for the shift. A shift may be traded only once. Trades may not result in additional overtime liability to the Employer. Management has the discretion to deny a trade for good reason, such as the need to maintain appropriate skill levels, experience, and other factors.

### 27.4 Hold Over Pay

Employees will be compensated for hold-over at one and one-half (1 ½) times the regular rate.

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27.5 Force Back Shifts

No Employee will be forced back while on a vacation or Kelly Day. A maximum of eleven (11) hours for the day shift or thirteen (13) hours for the night shift shall be required for any one (1) member. The current rotational list shall be followed. A force back split will be allowed only during the hours of 0600-2200 by the request of the member force back if the member can find coverage.

27.6 Call Back Pay

Employees shall be paid a minimum of two (2) hours' pay at the overtime rate for each callback.

27.7 Kelly Days

Periodically during each contract year the Department shall assign twelve (12) (Kelly Days) for each 24/48-hour shift Employee at times that the employee would normally be scheduled to work. Kelly Days shall be assigned before vacation days. Effective January 1, 2012, Employees covered by this Agreement assigned to a 24/48 hour shift will be assigned thirteen (13) Kelly Days throughout the subsequent 12 month period. Any member assigned to an eleven (11)-hour shift shall be entitled to three (3) personal days off which can only be taken during the fourth week of a work cycle without necessitating overtime to cover said day off. A personal day shall be scheduled before vacation days.

27.8.1 Holidays

Authorized holidays are as follows:

New Year's Day	January 1st
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Day before Christmas	December 24 <sup>th</sup>
Christmas Day	December 25th
Employee's Birthday	

All employees will be paid twelve (12) hours at the regular rate for each holiday they work. If an employee does not work the holiday, they receive 9.6 hours at the regular

rate of each holiday. Such holiday pay shall not count as hours of work for overtime purposes. In addition, employees who work on a holiday shall receive their regular rate of pay for all hours worked.

27.8.2 Holiday Concessions

The parties agree during FY 2011-2012 of this Agreement bargaining unit members will be paid twelve (12) hours at the regular rate for only Christmas and the Employee's Birthday. The parties also agree during FY 2012-2013 of this Agreement bargaining unit members will be paid twelve (12) hours at the regular rate for only July 4<sup>th</sup>, Thanksgiving, Christmas, and the Employee's Birthday. It is further understood that this provision will sunset on April 30, 2013.

27.9 Shift Preference & Bidding

27.9.1 Rules and procedures:

All Employees must submit their shift/station preference by September 1st of the preceding year in which such assignments are to be effective. Should the Fire Chief believe that the assignments are not within the Department's operational needs (special teams, seniority imbalances, and/or qualifications); he may convene a meeting with the Executive Board of the Union to discuss such beliefs. After such meeting, the Chief may make such adjustments as he deems necessary and such adjustments may not be grieved or modified unless shown to be arbitrary or capricious. Lieutenants will select stations and shifts first, based on time in grade seniority. Firefighters will select station and shift assignments second based on hiring date seniority. Shift openings due to retirements, promotions or separations will be posted by the Employer. Vacancies will be filled first with incumbent personnel (by seniority). Each subsequent vacancy will be filled based upon shift change requests. New hires will be assigned to the last vacancy created. Station/shift selections shall only occur once every two (2) years starting in September 2011 for the 2012 calendar year. Vacancies created by retirements, promotions or separations shall be filled using the same processes. All requests shall be submitted in writing to the Fire Chief or his designee.

27.9.2 Emergency Transfers:

When the need arises for an emergency transfer due to a long-term illness, injury, extended leave, termination of employment, the addition of new positions to be filled or other situations in the best interest of the Village, the Village may temporarily

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transfer the least senior qualified employee to the vacancy for a maximum of ninety (90) days. When an emergency transfer is contemplated the Employer shall notify the Union so that volunteers are given a chance to fill the vacancy. If no volunteers are found then the least senior qualified employee shall be transferred. Employees who are transferred shall be given previously scheduled vacation time even if more than three (3) employees are off.

27.9.3 Voluntary Transfers:

Employees of equal rank and/or qualifications may request to change shifts. When two (2) employees mutually agree to change shifts they shall submit their request to the Fire Chief or his designee. A request for shift change shall not be unreasonably denied where such a change would fully comply with the other provisions of this Section. Voluntary shift changes shall not obligate the Village to any additional cost. Employees will be allowed to transfer shifts to fill such vacancies provided that they meet the qualifications of the vacancy. No employee shall be allowed to abuse the voluntary transfer system and all voluntary transfers, either through vacancy or voluntary measures, shall be reviewed and approved by the Fire Chief before implementation.

27.10 EMT and Paramedic Training

The Village shall pay for the cost of tuition for the initial Emergency Medical Technician ("EMT") 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 will require paramedic certification at time of hire.

The amounts expended by the Village for EMT, Paramedic and other Special Training (training not required as a condition of employment including all classes related to specialized rescue, which include confined space, high angle rescue, building collapse, trench rescue, hazardous materials) are paid with the expectation that the employee will continue to work and utilize their training to improve the Department. Therefore, employees will be required to repay the Village a pro-rata portion of EMT, Paramedic and Special Training costs for such training received within two (2) years of termination of employment for reasons other than retirement or disability. The proration shall be 1/24<sup>th</sup> of the cost for each month less than 24 months that the employee was

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employed after the end of the training. The Village is authorized to deduct such amounts from any final pay due the employee and the employee shall fully cooperate with the Village with respect to repayment of the same.

27.11 Jury Duty

Employees shall be paid at their regular rate of pay for time spent on jury duty provided that appropriate documentation is provided and juror fees are turned over to the Employer. Time spent on jury duty will not count as hours worked for overtime purposes.

27.12 Insurance

The Employer will provide medical, life, and disability insurance benefits to active Employees and their eligible dependents on the same basis as is provided to other non-bargaining unit Village employees. The Employer reserves the right to change any and all terms of such benefits including, but not limited to: insurance carriers, self-insurance or risk pools; medical providers; covered benefits; maximum limits; deductibles; co-payments; and coverage classes (e.g. single, single plus one and family) so long as such changes apply equally to other non-bargaining unit employees of the Village. 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 twelve percent (12%) of the Village's cost of insurance for the class of coverage elected toward the premium cost of health insurance coverage. The Employee contribution shall be adjusted each succeeding July 1. However, in no event will the Employee contribution increase by more than fifteen percent (15%) over the amount of the Employee contribution in the prior year.

The amount will be paid through the pre-tax deductions available through the Employer. Cost shall be based on premium quote or projected annual cost provided by the Employer's carrier or consultant. If actual cost turns out to be different than the premium quote or projected annual cost, Employees will not be required to make additional contributions and will not be entitled to any refunds. Employees have no right, title, or interest in any reserves or assets of the health insurance plan. Should, in the Employer sole discretion, market factors change necessitating the Employer to explore other health insurance options, the Employer within a reasonable period of time shall advise the Union of the possibility of said change and establish an ad hoc health

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insurance review committee comprised of one representative appointed by 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 comparability of benefits, as well as cost. The Union recognizes that it shall be the Village's determination as to the final selection of carrier.

#### 27.12.1 Life Insurance

The Village will provide life insurance equal to annual base salary of all Employees covered under this Agreement rounded to the nearest whole thousand dollars at no additional cost to the Employee.

#### 27.13 Longevity

On December 1 of each year, each Employee covered by this Agreement shall be paid longevity pay at the rate of \$40.00 for each full year of continuous service completed as a Village Employee or employee of the Carpentersville and Countryside Fire Protection District to a maximum of twenty (20) years. This will be paid with the first payroll in December. Longevity amount will be included in the regular rate of pay for overtime purposes.

#### 27.14 Retirement

Each Employee who retires from employment with the Village and who has at least twenty (20) full years of service as a Village Employee shall be paid \$1,000.00 upon retirement.

#### 27.15 Sick Pay

Sick leave is granted at the discretion of the Battalion Chief or his designee, and may only be used when an illness, injury or maternity of the Employee or the Employee's dependent children, dependent step children or spouse prevents the Employee from performing the essential functions of his/her job or such other duties as ordered by the Chief. In the event that an Employee is unable to work, the Employee must inform the on-duty Battalion Chief or his designee prior to the start of the scheduled shift unless impracticable. Failure to so inform the Battalion Chief or his designee of the absence will result in loss of that day's pay and may result in other discipline or discharge. Past practice prior to the effective date of this Agreement will not impede the Village's enforcement of this notice requirement as stated herein.

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All Employees shall earn twelve (12) hours of sick leave for each complete calendar month of Village employment completed. Unused sick leave days will be carried over to the next year. Unused sick time above the maximum of twelve hundred (1,200) hours will be contributed to a Post-Retirement Medical Savings Plan at the rate of 50% of the unused time above 1,200 hours. This is a mandatory non-elective contribution. The amount paid will be based upon the rate of pay at the time that the sick day was earned.

Use of sick time for other than injury, illness or maternity of the Employee or the Employee's dependent children, dependent stepchildren or spouse may subject the Employee to discipline or discharge. Sick pay shall not count as hours of work for FLSA overtime purposes. Donations of sick time to other employees may be made in accordance with the Village's sick leave donation policy, except that Fire Department employees may donate up to forty-eight (48) hours and must do so in a manner so as to not discriminate as required by law.

27.16 Vacation

Employees are entitled to vacation leave based upon their years of seniority, which shall include continuous full years of service with the Carpentersville and Countryside Fire Protection District based upon the following:

<u>Months of Service</u>	<u>Vacation Leave Allowed</u>
12 months through 59 months	100 hours
60 months through 119 months	144 hours
120 months through 179 months	192 hours
180 months through 239 months	240 hours
240 months and over	288 hours

Eligibility for vacation begins on the employee's anniversary date of the year following the year in which the Employee attains one (1) year of seniority. Those employees who, based on the revised months of service in which vacation time is earned, will be entitled to additional vacation time will receive that once they reach their anniversary date in 2011 or 2012 and each year thereafter. Vacation benefits may then be taken during the following year subject to scheduling and manning requirements as determined by the Fire Chief or his designee who shall consider, among other things, the needs of the Department, the Employee's seniority, and Employee preference. A

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maximum of three (3) Employees, including the Battalion Chief, will be allowed off during any given shift, unless extenuating circumstances exist. Vacation leave normally must be taken in twenty-four (24) hour segments, but at the discretion of the Fire Chief or his designee may be taken in increments of ten (10) or more hours. An Employee may carry up to ten (10) hours of unused and accrued vacation time over to the next year by notifying the Chief in writing prior to the end of the year. Prior to the end of the year in which vacation time must be used, an Employee may also request in writing that up to fifty (50) hours of vacation time be carried over to the next year. Such requests may be granted at the sole discretion of the Village Manager. Any credited vacation leave that is not used during the calendar year or carried over as permitted herein shall be forfeited. Salary will not be paid in lieu of vacation. Vacation pay shall not count as hours of work for FLSA overtime purposes.

#### 27.17 Emergency Leave

A maximum of three (3) consecutive days of emergency leave with pay will be allowed (one regular shift for 24/48 personnel) a Firefighter to attend the funeral of the Firefighter's spouse, natural child, stepchild, or adopted child, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-parent, step-sibling, grandparent, or grandchild. Firefighters will be paid for regularly scheduled shifts that fall within that three (3) consecutive day period. Management will give consideration to special circumstances that might cause a need for additional leave and may in its discretion grant additional paid or unpaid leave as it determines is appropriate.

#### 27.18 No Pyramiding

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

#### 27.19 Out of Classification Pay

Any member who is assigned to work out of classification in a position with a higher rate of pay will receive an additional \$1.25 per hour for acting Lieutenant or \$1.50 for acting Battalion Chief that they work out of classification. This will be done by the Employee's placement on a current eligibility promotional list and if this does not occur on shift of occurrence it will then be done by seniority. This stipend will be paid in the event of working out of class for four (4) or more hours.

#### 27.20 Personal Property

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The Employer will reimburse an Employee 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), eyeglasses (not sunglasses-not to exceed \$200.00) contact lenses (not to exceed \$150.00) The amount of reimbursement will be determined by the Employee submitting a receipt indicating they have replaced the lost/damaged item and for what amount.

27.21 Death of Employee

Upon death of a Employee, the personal representative or executor of the Employee's estate or other person deemed entitled thereto shall receive compensation for all salary earned, included longevity and unused vacation leave, as well as pay for accumulated sick leave that would otherwise be payable under the Agreement if the unit member retired on the day he died.

27.22 Light Duty

Management shall have the sole right to assign (or not assign) Employees to light duty including without limitation the sole right to determine whether to make light duty available and to determine any and all terms thereof without regard to past practices or other circumstances. However, under no circumstances shall light duty be provided to employees who are unable to perform the duties of their job due in whole or in part to a non-work related injury or illness. If and when management decides to assign light duty, members assigned to light duty will report to their regular assigned shift as follows:

27.22.1 (Day Shift) Employees assigned to day shift shall report to work on their regularly scheduled days from 6 a.m. to 5 p.m. with a one (1) hour lunch break.

27.22.2 (24/48 Shift) Employees assigned to the 24/48 schedule shall report to their normal shift day from 6 a.m. to 10 p.m. and shall be granted a one (1) hour break for lunch and a one (1) hour break for dinner.

27.23 Pregnancy Leave

The Employer and the Union will negotiate hours of work and work assignment(s) for a female firefighter who is pregnant as recommended by her doctor and required by law.

**ARTICLE XXVIII**

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departmental training or planned activity. Notice to the Fire Chief by the Union shall be made at least 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 overtime for members to attend any Union meetings.

## **ARTICLE XXXI**

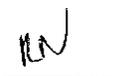
### COMPENSATORY TIME

In lieu of overtime pay, a member of the bargaining unit can opt to choose compensatory time. A maximum of seventy-two (72) hours can be accumulated during a contract year. This cannot be carried over from one (1) contract year to another. The employer may require employees to use hours in excess of twenty-four (24) by April 30 of each contract year. Twenty-four (24) of the hours left after April 30 will be paid to the employee at the rate in which it was earned. This time will be earned at one and one-half (1-½) times the actual hours worked.

## **ARTICLE XXXII**

### PART-TIME PERSONNEL

The use of part-time firefighters will be permitted to work in up to four (4) of the total number of duty spots available plus the Battalion Chief on each duty shift. Two (2) of said positions must be a paramedic or engineer qualified. The Village agrees not to use part-time employees to reduce the historical staffing levels. If a skilled position is needed and not available from the part-time ranks, a full-time employee shall be hired back based on position on the overtime callout list. The procedure for filling a duty spot by a part-time employee shall be to first contact a part-time paramedic or engineer based on placement in conjunction with the overtime list. EMTs can work in two (2) of the positions outlined above in addition to the Battalion Chief. If no part-time member is able to cover the shift, a full-time employee shall be contacted based on placement on the overtime callout list. If no full-time member is able to work, a full-time member is forced back based on the forced back list.



## ARTICLE XXXIII

### 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 provisions shall be open to negotiations upon written request of either party.

## ARTICLE XXXIV

### 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 its 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 the impact of the Village's exercise of its rights under this Agreement, or 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, except for the passage of new legislation enacted after the effective date of this Agreement, 2011

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## ARTICLE XXXV

### DURATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11: 59 p.m. on the 30th day of April, 2013. 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 anniversary date that it desires to modify this Agreement.

VILLAGE OF CARPENTERSVILLE

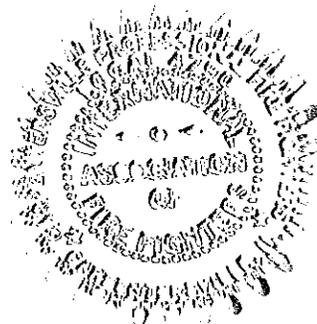
J MARK ROONEY  
Village Manager  
J Mark Rooney

CARPENTERSVILLE FIREFIGHTERS  
IAFF LOCAL 4790

[Signature]  
[Signature]  
[Signature]

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## 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. Without 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-member.

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