

MEMORANDUM OF AGREEMENT BETWEEN

VILLAGE OF CARPENTERSVILLE



AND

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



January 1, 2020 – December 31, 2022

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ARTICLE 1 – 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 2 – 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: Fire Chief, Deputy Fire Chief (if applicable), Battalion Chiefs (which shall not exceed four (4) in number) are agreed to be supervisory personnel under the Illinois Public Labor Relations Act (hereinafter referred to as the "IPLRA"); Administrative Assistant-Fire, Ambulance Billing Clerks, 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 3 – DEFINITION OF FULL-TIME FIREFIGHTER

For the purposes of this Agreement, Full-Time Firefighters, hereinafter referred to as "Firefighter" or "Employee," shall mean any employee of the Village of Carpentersville Fire Department who is a member of this bargaining unit and is engaged in firefighting, fire suppression, engineer, emergency medical technician or paramedic duties and who has been appointed and certificated by the Board of Fire and Police Commissioners of the Village of Carpentersville as provided by the Illinois Municipal Code, 65 ILCS 5/10-2.1-6.3(b).

ARTICLE 4 – 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, 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.

ARTICLE 5 – 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 Union nor any Employee may use or authorize others to use the name of the Department or the Employer in relation to any solicitation without the written

consent of the Village Manager.

The fact of an arrest of an Employee 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 6 – RESIDENCY REQUIREMENT

Employees 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 7 – 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 compliance with the provisions of this Article. In the event of a violation of this Article, the Union agrees to inform Employees 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 8 – 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 9 – DEDUCTION OF DUES

9.1 Dues Deduction

During the term of this Agreement, the Employer agrees to make a payroll deduction each pay period, of Union dues, initiation fees, 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 complete and submit a signed voluntary dues authorization form. 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.

The Employer shall cease deducting Union dues the first full pay period after receiving a signed request in writing from Employees covered by this Agreement who wish to stop voluntary union dues deduction. No Union dues, initiation fees, or assessments once deducted shall be refunded to any Employee.

The Parties agree that this Section is subject to governing law arising out of or related to the subject of Fair Share Fees. Nothing in this Agreement is intended to nor shall it be enforceable if it does conflict with governing law. Either Party may reopen negotiations specifically related to this Section should any part of this Section conflict with governing law arising out of or related to the subject of Fair Share Fees.

9.2 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.

ARTICLE 10 – POSTING OF NOTICES AND AVAILABILITY OF AGREEMENT

The Employer shall provide adequate space on and maintain one (1) bulletin board in each fire station for the posting of notices concerning Union business and activities.

The Employer will make this Agreement available on the Village network.

ARTICLE 11 – 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 Sections 17.1 and 18.1 and 18.2 of this Agreement and in which case the terms of this Agreement shall take precedence as provided in the IPLRA, 5 ILCS 315/15.

ARTICLE 12 – 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 full time service with the Village outside of the bargaining unit for purposes of vacation and longevity. Part-time service shall not count towards the accrual of seniority for any purpose. 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.

ARTICLE 13 – MINIMUM MANNING

The Village shall maintain a minimum daily staffing of eight (8) firefighters, excluding trainees and acting Battalion Chiefs. The parties agree that Battalion Chiefs and acting Battalion Chiefs may perform firefighting and emergency rescue duties, but shall not count towards the minimum shift staffing of eight (8) firefighters. The Village agrees that the officer role on any engine or truck in service will be filled by a firefighter who is qualified as a Lieutenant or firefighter acting as a Lieutenant.

The Union reserves the right to reopen negotiations on the subject of minimum manning in the event the Village opens an additional fire station or Fire Department responses increase by twenty-five percent (25%) in any calendar year over the previous year or in cumulative years beginning in 2012. Unless there is a twenty-five percent (25%) increase in Fire Department responses in any calendar year over the previous year or in cumulative years beginning in 2012, or the Village opens an additional fire station, the minimum staffing levels contained in this article may not be increased in any subsequent negotiations without the consent of both parties.

ARTICLE 14 – LAYOFFS

Employees may only be laid off for bona fide economic reasons. In this event, Employees shall be laid off in the inverse order of their seniority; i.e., last on seniority list is first laid off. It is further agreed that if a layoff will reduce the total number of Employees below thirty (30), then all departmental temporary, seasonal, provisional, and part-time employees (excluding office staff) will be laid off before any probationary or full-time Employees, but this restriction shall not apply if the Village will continue to employ thirty (30) or more full-time Employees after the layoff. For purposes of a layoff, time worked by probationary Employees will be considered as time worked full-time in determining their position on the seniority list. Prior to any layoff, labor and management will meet to discuss and, if possible, develop alternatives to layoffs. In any event, the Employer shall serve the Union with a thirty (30)-day notice. 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).

ARTICLE 15 – 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 Relations Board to seek necessary unit clarification.

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 Illinois Labor Relations 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 the IPLRA, 5 ILCS 315/14 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 appointments to the rank of Fire Battalion Chief shall be conducted in accordance with the provisions of the Fire Department Promotion Act (as amended), 50 ILCS 742/1, 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 that 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 appointments to the rank of 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 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 a potential 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 ten (10) 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 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 twenty-five percent (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 completed years of service with the Carpentersville Fire Department.

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 Principles*	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 Degree (Non-Fire)	4
Bachelors/Masters (Fire Related)**	5

*Includes Illinois Office of the State Fire Marshal equivalent course/certification name

**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*	2
Fire Science Management III*	2
Fire Science Management IV*	2
State Fire Officer 2*	3
Associate Degree (Non-Fire)	3
Associate Degree (Fire Related)**	4
Bachelors Degree (Non-Fire)	4

* Includes Illinois Office of the State Fire Marshal equivalent course/certification name

**Fire-Related Degrees include Fire Science, Business Management or Administration, and 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. The highest degree obtained will be awarded the corresponding points; no pyramiding of points for multiple degrees will be permitted.

15.3.9 Subjective Component

The subjective components shall consist of one (1) 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 28 of this Agreement.

ARTICLE 16 – 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 presents 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 720 ILCS 570, known as the Illinois Controlled Substances Act, hereinafter referred to 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	Pemnetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Cocaine	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 workday 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 during the workday or when off duty.
3. Being under the influence of alcohol (zero-tolerance) or proscribed drugs (any level) during the course of the workday.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs that 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) 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 a 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 (1) 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, 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 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 treatment recommended by 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 discharge.

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 Employer'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.

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 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 17 – 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 Article 18.

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 Employee's rights under the Firemen's Disciplinary Act, 50 ILCS 745.

ARTICLE 18 – 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 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 and 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- Battalion Chief/Deputy Fire Chief if applicable

The Employee concerned or the Union alone in the case of a Union grievance must submit a grievance in writing to the on-duty Battalion Chief/Deputy Fire Chief if applicable 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 Battalion Chief/Deputy Fire Chief if applicable shall attempt to adjust the grievance at that time and render a written decision within fourteen (14) calendar days.

Step II-Fire Chief

If the grievance is not settled at Step I, the grievance may be submitted in writing by the Union to the Fire Chief 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-Village Manager

If the grievance is not settled at Step II, the grievance may be submitted in writing by the Union 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 IV-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 the Village Manager and the Fire Chief within twenty-eight (28) calendar days after receipt of the Employer's answer in Step III (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 (1) 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.

18.4 Subject Matter

Only one (1) subject matter shall be covered in any one (1) 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 approved form set forth in Appendix B attached hereto and made 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 Union 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, Step III or Step IV 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 an Employee 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 through IV of this Grievance Procedure.

ARTICLE 19 – LABOR-MANAGEMENT AND SAFETY COMMITTEES

19.1 Establishment of Committee

There shall be a Labor-management Committee and a Safety Committee, each consisting of at least three (3) bargaining unit members, the Fire Chief, and one (1) or more Battalion Chiefs/Deputy Fire Chief (if applicable) if desired by the Fire Chief. The Labor-management Committee shall meet monthly. The Safety Committee shall meet quarterly or as needed. The three (3) or more bargaining unit members will be selected by the Union to serve on these Committees. 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 and shall not include negotiations for the purpose of altering any or all of the terms of this Agreement. Grievances being processed under the grievance procedure shall not be discussed in detail at a Labor-management Committee or a Safety Committee Meeting, 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.

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 Safety Committee Meeting shall 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 a Labor-management Committee or a Safety Committee Meeting 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 a Labor-management Committee or a Safety Committee Meeting within the Village while on duty may do so without loss of pay.

ARTICLE 20 – 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 manual available on the Village network. 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 e-mailed to each Employee and made available on the Village network at least fourteen (14) days prior to their effective date. Where the Employer and Union deem necessary, training shall be provided regarding a new rule or regulation.

ARTICLE 21 – PERSONNEL FILES

21.1 Personnel Files

The Village shall keep a personnel file for each Employee, 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 Fire Chief, the 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 Employee, in cases where such Employee has a written grievance pending and is inspecting his file with respect to such grievance, the 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

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 22 – 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

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 23 – GENDER

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

ARTICLE 24 – PARKING

The Employer shall provide, without cost to Employees on-duty, one (1) parking space adjacent to all Fire Department facilities and Fire Stations.

ARTICLE 25 – HOUSEKEEPING

Employees are responsible for maintaining day-to-day cleaning and upkeep of all Fire Stations and are required to maintain sanitary conditions in all quarters and perform light maintenance of parking lots and grounds, including areas inaccessible to snowplows. 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 26 – UNIFORMS

New Employees will be provided with uniforms consisting of four (4) pairs of pants, one (1) pair of duty shorts, two (2) dress shirts (1-long sleeved, 1-short sleeved), 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 no later than the 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 five hundred dollars (\$500.00) per fiscal year. One hundred and fifty dollars (\$150.00) of these five hundred dollars (\$500.00) can be used for such items as truck belts, flashlights, etc., as long as these items are Department-approved and consistent with all Employees’ purchases. All purchase orders must be approved by the Uniform Coordinator in advance of any purchase.

ARTICLE 27 – 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. The salary for Employees at LT1 shall be five point thirty-seven percent (5.37%) above FF7, and the salary of Employees at LT2 shall be fifteen percent (15%) above FF7.

SALARY SCHEDULE

Incentive:	2020 (+2.5%)		2021 (+2.5%)		2022 (1/1) (+2%)		2022 (7/1) (+0.5%)	
	Without	With	Without	With	Without	With	Without	With
FF1	\$65,516	\$68,792	\$67,154	\$70,512	\$68,497	\$71,922	\$68,839	\$72,281
FF2	\$70,584	\$74,113	\$72,348	\$75,966	\$73,795	\$77,485	\$74,164	\$77,872
FF3	\$73,318	\$76,984	\$75,151	\$78,909	\$76,654	\$80,487	\$77,038	\$80,889
FF4	\$77,955	\$81,853	\$79,904	\$83,899	\$81,502	\$85,577	\$81,910	\$86,005
FF5	\$80,985	\$85,035	\$83,010	\$87,160	\$84,670	\$88,904	\$85,093	\$89,348
FF6	\$84,135	\$88,342	\$86,238	\$90,550	\$87,963	\$92,361	\$88,403	\$92,823
FF7	\$86,185	\$90,494	\$88,340	\$92,757	\$90,106	\$94,612	\$90,557	\$95,085
LT1	\$90,813	\$95,354	\$93,083	\$97,737	\$94,945	\$99,692	\$95,420	\$100,191
LT2	\$99,111	\$104,067	\$101,589	\$106,669	\$103,621	\$108,802	\$104,139	\$109,346

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 (1½) times his regular hourly rate of pay for all hours worked in excess of two hundred and 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 (1½) times 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 overtime. Overtime will be paid with the paycheck for the pay period following the pay period in which it was earned.

27.2.1 7(g) ELIGIBLE WORK

The parties agree that the Village may assign work in the below listed jobs (hereafter referred to as "7(g) Work") to be performed by bargaining unit employees at overtime rates less than the rates established for regular work normally performed by bargaining unit employees as firefighters.

For the purpose of this Agreement, the parties agree that the following jobs qualify as such 7(g) Work:

Fire Prevention, All Instruction, Vehicle Maintenance, Public Education, Labor Management Meetings, Staff Meetings, Committee Meetings, Other Meetings
Employees who perform 7(g) Work shall be compensated at 5% greater than their hourly base rate of pay.

In subsequent years, the 7(g) Work rates shall be increased by the same percentage as the percentage wage adjustments under Section 27.1.1 of the agreement.

Prior to the performance of 7(g) Work, each employee is required to sign a copy of the 7(g) Agreement which is attached as Appendix C.

Nothing in this agreement shall require the Village to offer 7(g) Work to any bargaining unit employee, nor shall bargaining unit employees have preference over any other Village employee for the performance of 7(g) Work on either a regular or overtime basis. Either the Union or the Village may at any time propose additional jobs as 7(g) work assignments so long as the work assignment consists of work conforming to the criteria

described in this Subsection and Section 7(g) of the FLSA, 29 USC §207(g).

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 via the approved scheduling program. Upon proper notice, the Employee accepting the trade will be responsible for the shift. 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 their overtime rate.

27.5 Force Back Shifts

No Employee will be forced back while on a vacation or Kelly Day. A maximum of twelve (12) hours for the day shift or twelve (12) hours for the night shift shall be required for any one (1) member. The current rotational list shall be followed.

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

Employees covered by the terms of this agreement shall be assigned to regular platoon duty shifts. The hours of duty shall be twenty-four (24) consecutive hours on duty. The on-duty day shall be followed by forty-eight (48) consecutive hours off duty. The annual average weekly hours shall normally not exceed 50.17 hours per week; annual hours worked will be 2,608.9 per year. This shall be accomplished by scheduling every 9th shift as a Kelly Day.

27.8 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
Christmas Eve	December 24 th
Christmas Day	December 25th
Employee's Birthday	

Employees will be paid twelve (12) hours at the regular rate of pay for each holiday, whether or not they work the 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. Holiday pay shall be paid out with the first pay period in November of each year. Holidays paid out in November for holidays that have not yet occurred will be withheld from a member's final paycheck if the member's employment ends prior to the occurrence of the prepaid holiday(s).

27.9 Shift Preference & Bidding

27.9.1 Rules and procedures

The Fire Chief shall define the Department's operational needs (special teams, seniority imbalances, and/or qualifications) and submit them to the Union by October 1st of the year prior to which the shift assignments are to be effective. The Union shall submit a shift/station preference document, by November 1st of the year prior to 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 Fire 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 rank seniority. Firefighters will select station and shift assignments second, based on 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 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 transfer the least senior qualified Employee to the vacancy for a maximum of ninety (90) days. Should there be a need for two (2) or more emergency transfers, the additional transfers will be equally divided between the shifts. 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 and/or stations. When two (2) Employees mutually agree to change shifts and/or stations 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 and/or station changes shall not obligate the Village to any additional cost. Employees will be allowed to transfer shifts and/or stations 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 or his designee before implementation.

27.10 EMT and Paramedic Training

The Village will require Emergency Medical Technician-Paramedic ("EMT-P") certification at time of hire. The Village shall pay for the cost of tuition for recertification of EMT-P for each Employee.

The amounts expended by the Village for 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 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 one-twenty fourth (1/24th) of the cost for each month less than twenty-four (24) months that the Employee was 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 offer 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; the use of a health insurance exchange to provide insurance benefits; insurance plans; medical providers; covered benefits; benefit levels; maximum limits; deductibles; co-payments; and coverage classes (e.g. single, single plus one, and family), it determines are warranted in its sole discretion: (1) to comply with the Patient Protection and Affordable Care Act as amended (“PPACA”) and any other federal or state health care laws; (2) to avoid having to pay, whether directly or indirectly, an excise tax for high-cost coverage (also called the “Cadillac Tax”) pursuant to PPACA or any other federal or state health care laws; (3) to ensure it is not subject to any penalties or fees because Employees are eligible to obtain insurance through a health insurance exchange in accordance with PPACA or any other federal or state health care laws; or (4) for any other reason, so long as such changes apply equally to other non-bargaining unit employees of the Village.

If changes under PPACA or any other federal or state health care laws have the effect of adding substantially (fifteen percent [15%] or more) to the Village’s health insurance costs, the Village may elect to immediately re-open negotiations on the issue of health insurance.

Employees shall pay as a monthly employee contribution fifteen percent (15%) of the Village’s total premium cost of health insurance for the class of coverage elected, unless the Employee qualifies for lower premiums under the Outcome-based Incentive Wellness Program set forth in Section 27.12.1 of this Agreement, in which case the Employee shall pay twelve percent (12%). The Employee contribution shall be adjusted on the date that the health insurance plan rate changes take effect. 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. Employees have no right, title, or interest in any reserves or assets of the health insurance plan. Should, in the Employer’s 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 insurance review committee comprised of one (1) representative appointed by the Union and one (1) 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 Outcome-based Incentive Wellness Program

Beginning with the first (1st) day of the month following the ratification of this Agreement by both parties, Employees shall pay twelve percent (12%) of the Village’s total premium cost of health insurance coverage for the individual Employee’s class of coverage elected. Beginning ninety (90) days following the ratification of this Agreement by both parties, Employees shall pay fifteen percent (15%) of the Village’s total premium cost of health insurance coverage for the individual Employee’s class of coverage elected, unless the Employee and their spouse participate in the Village-approved wellness screening and health risk assessment, in which case the Employee’s contribution will be twelve percent (12%) of the total premium. The Employee and their spouse must meet four (4) out of seven (7) Village-approved healthy defining goals for the following health factors – body mass index, fasting blood glucose, LDL cholesterol, total cholesterol/HDL ratio, triglycerides, no tobacco use, and blood pressure – to be eligible for the twelve percent (12%) employee contribution. A reasonable alternative to receive the incentive of twelve percent (12%) will be given by the wellness screening provider to those who are medically unable to meet these Program standards.

The health factors and healthy defining goals for this Program are as follows:

<u>Health Factors</u>	<u>Healthy Defining Goal</u>
Body Mass Index	18.5-29.9
Fasting Blood Glucose	70-99 mg/dL
LDL Cholesterol	0-100 mg/dL
Total Cholesterol /HDL Ratio	Men 0-4.97, Women 0-4.4
Triglycerides	10-149 mg/dL
Nicotine Use	Non Nicotine User, self-reported

Blood Pressure

equal to or less than 120/80

The Village may change the above-listed health factors and healthy defining goals that are used to meet the Program standards so long as the changes are similar to the above-listed factors and goals and applied to all Village employees covered by the Program.

27.12.2 Life Insurance

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

27.13 Longevity

Each Employee covered by this Agreement shall be paid longevity pay at the rate of fifty dollars (\$50.00) 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

Pay for sick leave is granted at the discretion of the Battalion Chief or his designee and may only be used when an illness, injury, maternity, surgery, disability (other than on-the-job disability) or serious health condition of the Employee prevents the Employee from performing the essential functions of his job or such other duties as ordered by the Fire Chief or his designee. Sick leave may also be used for an illness, injury, surgery, maternity, disability or serious health condition of the Employee's child, parent or spouse. The definitions of "serious health condition," "child," "parent," and "spouse" as used in this Agreement are the definitions listed for those terms in the Village's Family and Medical Leave Act Policy (hereinafter referred to as "FMLA Policy"). 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.

All Employees shall earn twelve (12) hours of sick leave for each complete calendar month of Village employment completed. However, no sick leave shall accrue for any month in which an Employee uses sick leave on a holiday, except in the case of absence taken in compliance with the Village's FMLA Policy, or in the case of a workers' compensation injury, or when an Employee donates sick leave in accordance with the Village of Carpentersville's Personnel Manual Chapter 8.C. 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 fifty percent (50%) of the unused time above twelve hundred (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 the approved instances listed above 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 set forth in the Village of Carpentersville's Personnel Manual Chapter 8.C, except that Fire Department Employees may donate amounts up to forty-eight (48) hours and must do so in a manner so as to not discriminate as required by law.

27.15.1 Retirement Health Savings

All full-time firefighters in the rank of Lieutenant and Firefighter are eligible for the Village's approved Retirement Health Savings (RHS) Plan in accordance with Section 27.15.

The contribution to each eligible employee's RHS account of unused sick leave hours above twelve hundred (1,200) hours, which are paid at fifty percent (50%) of the employee's hourly rate, will be made by the Village within sixty (60) days after the beginning of each fiscal year, for eligible sick leave hours accrued the previous fiscal year. If, however, an employee voluntarily leaves the service of the Village prior to the end of a fiscal year, eligible sick leave will be prorated as of the employee's last day of work and transferred within sixty (60) days to the employee's RHS account.

If, upon the death of the employee, the decedent is not survived by a spouse or any dependents and the decedent's RHS account balance is transferred to the Village by the approved vendor as required by law, the Village shall distribute the decedent's RHS account balance in accordance with the decedent's latest life insurance beneficiary form on file with the Village. If the decedent is not survived by those persons deemed

beneficiaries on the latest life insurance beneficiary form on file with the Village, the decedent's RHS account balance shall be distributed to the decedent's estate pursuant to the requirements of law. The decedent's RHS account balance shall be taxable in accordance with the requirements of the 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 Continuous Service</u>	<u>Vacation Leave Accrued</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 additional time once they reach their anniversary date each year. 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. Three (3) Employees, including the Battalion Chief, will be allowed off during any given shift, unless extenuating circumstances exist. Vacation leave is granted at the discretion of the Fire Chief or his designee.

Any accrued vacation leave that is not used during the calendar year shall be forfeited, except that any unused vacation up to ninety-six (96) hours shall be automatically carried over to the next succeeding year. 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 [1] regular shift for 24/48 personnel) an Employee to attend the funeral of the Employee'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. Employees 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 Voluntary Fitness Incentive

The Physical Fitness Testing program is intended to provide Firefighters with an incentive to maintain good physical condition to assist them in handling the day-to-day demands of work and dealing positively with the stresses of both work and daily life and to encourage a lifelong habit of exercise to maintain and improve overall health.

1. The Fitness Test

- A. For all Firefighters, the Illinois Law Enforcement Training and Standards Board P.O.W.E.R. test, as modified herein (the “test”), will be voluntary. There will be no penalty for Firefighters who elect not to take the test, or for those who take the test and fail.
- B. Firefighters who fail the test the first time will receive an extra three (3) months to improve their level of fitness and pass the test.
- C. Department fitness instructors, as available, will work with Firefighters who fail the test and want to retake the test later. Firefighters who pass the test qualify for the incentive described below.

2. Medical Requirements

- A. Within thirty (30) days prior to testing, Firefighters will be required to have their blood pressure and pulse measured by a licensed paramedic, EMT or physician. Any Firefighter with a resting pulse rate of 90 or greater, systolic blood pressure of 140 or greater or diastolic blood pressure of 90 or greater will be referred to his or her personal physician for examination and/or treatment before the test will be administered. Any Firefighter referred to his or her physician must submit, within ninety (90) days, a physician’s release, certifying the Firefighter’s medical ability to safely take the test.
- B. If a Firefighter develops either a temporary or permanent medical condition, the Village will work with the Union to establish an alternate test for that known established condition.

3. Fitness Testing Process

- A. Fitness testing will be conducted during scheduled duty hours, when possible. Initial testing will generally be conducted during January each year. Non-represented supervisors will oversee the testing process.

- B. Fitness testing will be administered on a pass-fail basis. In order to pass the test, a passing score must be obtained in each of the four (4) areas of testing listed below. If a Firefighter fails any portion of the test, the Firefighter will only need to pass the failed portion in subsequent testing for that year.
- C. Passing requirements will be based on age- and gender-adjusted requirements according to the Illinois Law Enforcement Training and Standards Board P.O.W.E.R. Test Chart, except that the one point five (1.5) mile run will be reduced to a one (1) mile run, and the one point five (1.5) mile run-time requirement will be multiplied by 0.67 to arrive at an appropriate run-time requirement for the one (1) mile run.

<u>TEST</u>	MALE 20-29	MALE 30-39	MALE 40-49	MALE 50+	FEMALE 20-29	FEMALE 30-39	FEMALE 40-49	FEMALE 50+
Sit and Reach	16.00	15.00	13.80	12.80	18.80	17.80	16.80	16.30
1 Minute Sit-Up	37	34	28	23	31	24	19	13
Maximum Bench Press Ratio	98%	87%	79%	70%	58%	52%	49%	43%
1 Mile Run	9:13	9:44	10:19	10:57	10:57	11:18	11:59	12:33

4. Incentive

- A. Firefighters who pass the test will receive one Fitness Day.
- B. A Fitness Day is a day or night shift off with pay that the Firefighter must schedule at least forty-eight (48) hours in advance.
- C. The Fitness Day cannot create overtime at the time it is scheduled.
- D. The Fitness Day must be used within the calendar year of which it was earned. It cannot be cashed in for pay.
- E. A Firefighter who is unable to successfully complete all components of the test will be deemed to have failed the fitness test and will not qualify for the Fitness Day.

5. Records

- A. All information related to how fitness testing is conducted shall be maintained in a secure file by the Fire Chief or his designee.
- B. Individual employee testing records will be placed in the employee's medical file. Confidential individual medical files, per Village policy, are located in Human Resources and not in the Fire Department.

27.19 No Pyramiding

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

27.20 Out of Classification Pay

Any Employee who is assigned to work out of classification in a position with a higher rate of pay will receive an additional five percent (5%) differential for acting out of classification. Employees will work out of classification based on the Employee's placement on a current eligibility promotional list. If no Employee from the promotional list is available to work out of classification, Employees will work out of classification based on seniority. Acting out of classification as Battalion Chief will be offered first to Lieutenants on the list for Battalion Chief. In the event that no Lieutenant on the list is available, the acting position will be offered to Lieutenants based upon seniority, Lieutenants may elect to decline opportunities to act out of classification as Battalion Chief; however, the Fire Chief or his designee has the right to mandate a qualified Lieutenant to fill the role, and will do so in order of reverse seniority. This differential will be paid on an hour-for-hour basis.

27.21 Personal Property

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 sixty-five dollars [\$65.00]), eyeglasses (not sunglasses; not to exceed two hundred dollars [\$200.00]) contact lenses (not to exceed one hundred and fifty dollars [\$150.00]) The amount of reimbursement will be determined by the Employee submitting a receipt indicating he has replaced the lost/damaged item and for what amount.

27.22 Death of Employee

Upon death of an 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 Employee had retired on the day he died.

27.23 Modified Duty

An Employee may request modified duty, should the Employee be injured on duty or off duty, and unable to perform one or more duties of his or her position. Management shall have the sole right to assign (or not assign) Employees to modified duty, including without limitation, the sole right to determine whether to make modified duty available and to determine any and all terms thereof, without regard to past practices or other circumstances. If and when management decides to assign modified duty for employees injured on duty, Employees assigned to the 24/48 schedule shall report to their normal

shift day from 6 a.m. to 10 p.m., if compatible with the employee's medical restrictions, or otherwise this schedule may be modified by mutual agreement. An Employee may not unreasonably refuse available work within the Employee's work restrictions. A request for modified duty assignment shall be contingent upon a competent written medical opinion of a treating physician which clearly states what restrictions the Employee requires to be able to safely and effectively work. Management will refuse a request for modified duty assignment if the Employee does not provide sufficient information. Management may also require the Employee to submit to any additional medical examination it deems appropriate, at the Village's expense, at any time (prior to granting modified duty, during modified duty assignment, and/or returning to full duty), to determine the Employee's capabilities and/or ability to work safely and effectively. The employee must demonstrate acceptable performance and reasonable effort within the restrictions specified while working, if modified duty is granted.

Each request for modified duty will be evaluated on a case-by-case basis. Any Employee granted modified duty shall not be eligible for modified duty for a period in excess of one (1) year maximum, although nothing in the maximum is a guarantee that modified duty will be granted or would be granted for a lesser period of time. There shall be no pyramiding of benefits involving modified duty assignment, worker's compensation benefits, or other disability-related benefit.

27.24 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 28 – EDUCATIONAL INCENTIVE PLAN

Employees shall receive educational incentive pay identified below when an Employee meets one (1) or more of the following:

1. A degree of Associate in Arts, General Studies in Fire Sciences, Fire Management, or Public/Fire Administration with a minimum grade average of "C" in sixty (60) semester hours of work.
2. A degree of Associate in Arts or Associate in General Studies in any field, with a minimum of twelve (12) semester hours in Fire Sciences subjects and a minimum grade average of "C".
3. A degree of Bachelor of Arts, Science, Law or in other areas of study with a

minimum of twelve (12) semester hours in Fire Science subjects and a minimum grade average of "C".

No course work taken after November 1, 2001 shall be recognized as a Fire Science course unless the Employee has received prior approval of the course from the Fire Chief. Under no circumstances will field courses, independent studies, credit for work experience, ride-along programs or similar credit or course work be considered as a Fire Science subject under the provisions of this Agreement. Said educational incentive pay shall be five (5) percent.

ARTICLE 29 – ATTENDANCE INCENTIVE

Employees who do not lose time as a result of an illness (except use of approved personal days), service-connected disability or suspension for the period of January 1 through June 30, shall receive a reimbursement of eight hundred dollars (\$800.00). Employees who do not lose such time for the period of July 1 through December 31 shall receive eight hundred dollars (\$800.00).

Attendance incentive paychecks shall be issued as separate checks or direct deposits no later than the second (2nd) payroll after June 30 and December 31, respectively. The one-time transition to a calendar year will be accomplished by a prorated payout for the period of November 1, 2019 through December 31, 2019.

ARTICLE 30 – 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 they 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, the circumstances warrant it, the meeting may be canceled and departmental personnel attending must perform fire departmental-related tasks. There shall be no authorized use of overtime for Employees to attend any Union meetings.

ARTICLE 31 – COMPENSATORY TIME

In lieu of overtime pay, an Employee 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 December 31st of each contract year. Twenty-four (24) of the hours left after December 31st will be paid to the Employee at the rate at which it was earned. This time will be earned at one and one-half (1½) times the actual hours worked.

ARTICLE 32 – PART-TIME PERSONNEL

32.1 Part-Time Personnel

The union agrees that the Village may use part-time employees in unlimited numbers provided the minimum shift staffing outlined in Article 13 is met. The parties agree that this Article 32 is included in the parties' bargaining agreement as a quid pro quo in response to the Union's request to include minimum shift staffing, Article 13, of this Agreement. As a result, the parties agree that for as long as the Village is required to maintain minimum shift staffing as outlined in Article 13 of this Agreement, there shall be no changes to this Article 32, Part-Time Personnel that would diminish the Village's rights under this Article in any way.

32.2 Rights Retained

Each party shall be entitled to exercise their respective rights under Articles 13 and 32 during the period of negotiations, mediation, and arbitration.

ARTICLE 33 – 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 34 – 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 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.

ARTICLE 35 – 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 31st day of December, 2022. 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

**CARPENTERSVILLE FIREFIGHTERS
IAFF LOCAL 4790**

APPENDIX A – PAYROLL DEDUCTION FORM

Authorization for Payroll Deduction

By _____
Last Name First Name Middle Name

Effective _____ Date _____

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

Signature

APPENDIX B – GRIEVANCE FORM



To: **Appropriate Party (Based on Step in Grievance Process)**
Village of Carpentersville
1200 L.W. Besinger Drive
Carpentersville, IL 60110
(Use this address in steps 1-3)

From: **Name of Local 4790 President-** President
Carpentersville Professional Fire Fighters- IAFF Local 4790

Date: **Date**

Re: Step **(Number of Step)** Grievance

Dear **(Appropriate Party)**,

The Village has violated the terms of our collective bargaining agreement.

Provide details on which article or section was violated.

The Facts:

Provide relevant facts.

Desired Remedy:

Provide the desired remedy.

I look forward to your response. Please contact me with any questions you may have.

Sincerely,

Signature of Local 4790 President

Name of Local 4790 President
President

APPENDIX C – FLSA 7(g)(2) AGREEMENT

This Agreement is made pursuant to the statutory provisions of Section 7(g)(2) of the Fair Labor Standards Act, 29 U.S.C. §207(g)(2), between the Village of Carpentersville (“Employer”) and _____ (“Employee”) as permitted by the collective bargaining agreement between the Employer and the International Association of Firefighters Local 4790 (“Union”) (collectively, “the parties”).

In consideration of the mutual covenants, undertakings and agreements hereinafter made, the parties agree as follows:

1. Employee is represented by the Union and employed by Employer in the position of [Firefighter / Fire Lieutenant], and in that position, Employee is paid at the regular and bona fide rate pursuant to the terms of the Collective Bargaining Agreement.

2. At times, Employee may also perform special overtime assignments as defined in Section 27.2.1 of that Bargaining Agreement. Pursuant to Section 27.2.1 of the Collective Bargaining Agreement, the parties agree that Employee will be paid for all straight time hours in his secondary work at the rate specified in that Section of the Agreement.

3. The parties agree that any overtime hours spent by Employee in performing the regular duties of the position in Paragraph 1 of this Agreement will be paid at one and a half times the rate listed in Paragraph 1 of this Agreement.

4. The parties agree that any overtime hours spent by Employee performing the special assignments in Paragraph 2 of this Agreement will be paid at one and a half times the rate listed in Paragraph 2 of the Agreement and Section 27.2.1 of the Bargaining Agreement. Lastly, the parties understand and agree that all work performed in Employee’s secondary job that are outside of his normal work schedule will be considered “overtime” work under the terms of the collective bargaining agreement, and all such hours worked as a Fire Inspector will be paid at the overtime rate.

Employee Date

Village Date