

**AGREEMENT**

**Between**

**VILLAGE OF CARPENTERSVILLE**

**and**

**METROPOLITAN ALLIANCE OF POLICE  
CHAPTER #390**

**CIVILIANS**

**May 1, 2010 – April 30, 2013**

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## **PREAMBLE**

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

## **ARTICLE I**

### **RECOGNITION**

The Village recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time employees of the Village of Carpentersville in the job classifications of Account Clerk, Ambulance Billings/Collections Clerk, Building Inspector, Code Enforcement Officer, Community Development Permit Technician, Community Service Officer, Custodian, Customer Service Clerk, General Clerk, Payroll Clerk, Plumbing Inspector, and Property Officer/Evidence Technician, and excluding the job classifications of Community Development Support Technician, Information Systems Administrator, Payroll Administrator, Public Buildings Superintendent, and Senior Customer Service Supervisor, and also excluding other sworn, managerial, confidential or supervisory employees and all other persons excluded for coverage under the Illinois Public Labor Relations Act.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

#### Section 1

The Village shall retain the sole right and authority to operate and direct the affairs of the Village in all its various aspects, including but not limited to all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained are the Village's right to determine its mission and set standards of service offered to the public; to direct or reassign the working force or any individual therein; to plan, direct, control, and determine the operations or service to be conducted in or by employees of the Village;

to contract or subcontract the work of employees; to meet and confer with employees directly, either individually or collectively; to schedule, assign, and transfer employees; to hire, promote, demote, suspend, discipline or discharge at will; to relieve employees due to lack of work, shortage of budgeted funds for efficiency or level-of-service reasons, or for any other legitimate reasons; and to make and enforce rules and regulations, provided any of the above rights shall not conflict with any of the provisions of this Agreement.

## Section 2

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

## **ARTICLE III CHECKOFF**

### Section 3.1 Dues Checkoff

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

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

The Union may change the fixed uniform dollar amount that will be considered the regular monthly fee once each year during the life of this Agreement. The Union will give the Village thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

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

Section 3.2 Authorization for Payroll Deduction

**CHECKOFF DUES AUTHORIZATION**

**(SAMPLE FORM)**

I, the undersigned member of the Metropolitan Alliance of Police (MAP) Chapter #390, hereby authorize and direct my employer, Village of Carpentersville, to deduct from my wages and to pay to the Metropolitan Alliance of Police or its authorized representative, the regular monthly dues of \$31, which may be owed to the Metropolitan Alliance of Police as a result of my membership therein.

I understand that if I refuse to sign this form, I am subject to the fair share arrangements set forth in the collective bargaining agreement. Fair share dues are set at the same amount as regular monthly dues and I understand that, if I am fair share, I am not eligible for free legal defense as an offered benefit of full dues paying status.

This authorization shall continue to be in effect for the term of this contract between the employer and the Metropolitan Alliance of Police, although the dues amount may change during the term of the contract.

Member's name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please print)

Member's signature: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Section 3.3 Fair Share

During the term of this Agreement, employees who are covered by this Agreement but who are not members of this Chapter shall, commencing thirty (30) days

after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as exclusive representative of the employees covered by this Agreement. Such fair share shall be deducted by the Village from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Village a list of employees covered by this Agreement who are not members of the Chapter and an affidavit specifying the amount of the fair share fee, which shall be determined in accordance with applicable law.

#### Section 3.4 Union Indemnification

The Union shall indemnify, defend, and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article, provided that the Village does not prosecute or initiate such action. If an improper deduction is made, the Union shall refund directly to the Employee any such amount.

### **ARTICLE IV FRINGE BENEFITS**

#### Section 4.1 Sick Leave

Sick leave shall be granted to a full-time Employee contracting or incurring any illness, injury, surgery, disability (other than on-the-job disability) or doctor's appointment or for illness, injury, surgery, disability, doctor's appointment or the serious health condition of an 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").

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

required medical documentation is not provided certifying to the nature and specific days of sickness.

Beginning the first full month of the contract period, full-time Employees shall accumulate sick leave at the rate of one eight (8)-hour day per month. However, no sick leave shall accrue for any month in which an Employee uses a sick day, 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 Personnel Manual Chapter 8.C. Employees may accumulate sick leave days to a maximum of two hundred and forty (240) eight (8)-hour days.

An Employee shall notify his supervisor of an illness, including whether the illness affects the Employee himself or a member of the Employee's family, in accordance with his Department's procedure then in effect as soon as possible, but no later than his regularly scheduled start time.

The Village may require medical evidence of an illness or fitness for duty at any time. The Village may establish standards of performance to be used by the physician in determining the fitness of Employees. The Village may require the Employee to report to a physician selected by the Village to secure a medical certification of the illness or may require medical certification of illness from the Employee's physician or the physician attending the sick family member, as defined above, with respect to whose illness sick leave is being taken. In any event, where the sick leave exceeds three (3) consecutively scheduled work days, the Employee using sick leave must provide evidence upon his return that he, or a member of his family, as defined above, has been under a physician's care for the duration of the illness or injury and, in the case of sick leave taken by the Employee rather than to care for a sick family member, that the Employee is fit for duty and can perform each essential function(s) of his regular position for a full duty day or shift to the extent permitted by law. When required to provide certification from the Village's physician, such costs shall be paid by the Village.

Any Employee who fails to meet the requirements of this Section, abuses the sick leave program, or files for sick days under false pretenses shall not receive pay and may be subject to disciplinary action. Sick days should not be considered a privilege;

they are a fringe benefit that shall be allowed in the case of the actual sickness or disability of the Employee or a member of his family, as defined above in this Section.

During the time that the Employee would be working, to the extent permitted by law, an Employee who is sick is expected to be confined to his location and activities that are consistent with the nature of the Employee's illness.

An Employee who leaves the service of the Village shall forfeit all sick leave benefits, except in the case of retirement as provided in Section 4.9 of this Agreement. This provision shall not apply to an Employee who is granted a one (1)-year leave of absence and returns to work within the one (1)-year period.

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

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

#### Section 4.2 Attendance Incentive

Full-time Employees who do not lose time as a result of illness, on-the-job injury or suspension for the period of May 1 to October 31 shall receive \$250.00. Full-time Employees with perfect attendance for the period of November 1 to April 30 shall receive \$250.00, which may be in addition to the aforementioned six (6)-month incentive pay.

#### Section 4.3 Vacation

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

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

Months of continuous service in the above table are measured as of the Employee's anniversary date. The anniversary date is the date an Employee was hired.

In order to be eligible for vacation leave with pay, an Employee must, as of the Employee's anniversary date, have at least one (1) year of continuous service. When an Employee's vacation leave entitlement is increased during the year, the additional vacation days may not be taken until after the Employee's anniversary date.

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

Although an Employee is not eligible for vacation leave until he completes one (1) year of continuous service, an Employee may be advanced up to five (5) days of vacation, after six (6) months of continuous service, upon application to his supervisor with approval of the Village Manager.

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

Vacation time earned in one (1) year must be taken during the following year unless a written request is submitted to the Employee's supervisor and approved by the Village Manager prior to October 15 of each year. Such requests for vacation time carryover shall be no more than five (5) days.

When an Employee leaves the service of the Village after a minimum of one (1) year, he shall receive compensation for unused vacation time accumulated, provided he gives two (2) weeks' notice to his Department Head. An Employee who is discharged after a minimum of one (1) year of service shall receive compensation for unused vacation time accumulated.

Section 4.4 Funeral Leave

A maximum of five (5) days' emergency leave with pay will be allowed a full-time Employee to attend the funeral of the Employee's spouse or child. A maximum of three (3) days' emergency leave with pay shall be allowed a full-time Employee to attend the funeral of the Employee's parent, sibling, mother or father-in-law, brother or sister-in-law, stepparent, step-sibling, grandparent or grandchild.

Section 4.5 Family and Medical Leave Act

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

Section 4.6 Holidays

The following holidays are recognized by this Agreement:

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

Where the date is specified above, that date shall be recognized as the holiday. All other holidays shall be deemed as falling on the day that the Village Hall is closed in observance of the holiday.

When an authorized holiday falls on a Sunday, the following Monday will be observed as a holiday. When an authorized holiday falls on a Saturday, the preceding Friday will be observed as a holiday. For Employees whose regularly scheduled day off falls on the day of a holiday, the respective Department Head may choose either the

immediately preceding or next following regularly scheduled work date to be considered as the holiday.

All full-time Employees will receive eight (8) hours' holiday pay at the Employee's regular, straight-time hourly rate for the recognized holiday listed above. Employees assigned to work on a holiday shall be paid for the eight (8) hours of holiday pay, and shall be paid at the rate of time and a half (1½) for all hours worked on that holiday. Part-time employees are generally not eligible for holiday pay, but, if assigned to work on a holiday, they shall be paid time and a half (1½) for all hours worked on that holiday. Employees who are temporary or intermittent are not eligible for holiday pay.

#### Section 4.6(a) Birthday Holiday

In addition to the holidays recognized in Section 4.6 Holidays, each full-time Employee will receive a "floating day off" for his birthday each year; provided, however, that the foreseeable effect of the use of this "floating day off" at the time it is requested is not to create overtime. The Employee must take the birthday holiday off during the same calendar year as the Employee's actual birthday. This day off will not carry over to succeeding calendar years if not used, and the Employee may not redeem the day off for any monetary compensation or compensatory time off if the day is not used. The Employee will not be eligible for overtime compensation or premium pay ("holiday pay") if he works on his birthday, but will be entitled to take a different day off.

#### Section 4.7 Health, Hospitalization and Life Insurance

The Village shall provide a health, hospitalization, and life insurance program for full-time Employees. The Village reserves the right to change any and all terms of such benefits, including but not limited to: insurance carriers, self-insurance or risk pools; medical providers; covered benefits; maximum limits; deductibles; co-payments; and coverage classes (e.g. single, single plus one and family), so long as such changes apply equally to other non-bargaining unit employees of the Village.

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

Beginning with the first day of the month following the ratification of this Agreement by both parties, Employees shall pay twelve percent (12%) of the Village's

then current total premium cost of health insurance coverage for the individual Employee's class of coverage elected. This Employee contribution will be adjusted each subsequent July 1<sup>st</sup>. If an Employee elects to change coverage during the Village's annual enrollment period or following any qualifying event, the Employee's contribution will immediately change from the contribution required under the previous coverage level to the contribution required for the new coverage level. However, in no event will the Employee contribution for the same class of coverage elected increase by more than fifteen percent (15%) over the amount of the Employee contribution in effect on the prior June 30<sup>th</sup>.

If federal changes in health insurance requirements have the effect of adding substantially (fifteen (15) percent or more) to the Village's health insurance costs, the Village may elect to immediately reopen this Agreement on the issue of health insurance.

The Village shall provide a life insurance policy of \$40,000.00 to all full-time Employees. Upon retirement, a covered Employee may continue coverage in a conversion plan by paying directly to the insurance carrier the applicable premium in effect, provided the insurance company permits such procedure. However, the Village does not guarantee that the insurance company will permit this procedure.

#### Section 4.8 Personal Days

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

#### Section 4.9 Retirement Pay

Upon retirement of a full-time Employee with twenty (20) or more years of service, the Village will pay the Employee severance pay of \$1,000.00. This severance

pay will be paid to the Employee within a reasonable time after thirty-five (35) days have passed from the Employee's last day of work reported to the Illinois Municipal Retirement Fund (IMRF).

Upon the retirement of a full-time Employee, the Village will pay the retired employee fifty percent (50%) of accumulated sick leave in excess of one hundred and twenty (120) days at the employee's regular rate of pay as of retirement, with said pay for accumulated sick leave not to exceed 60 days' pay. For purposes of calculating this benefit, any sick leave hours used during a fiscal year will have been deemed to be the most recently earned hours. This sick leave payout will be contributed to the Village's Retirement Health Savings Plan (the "RHS Plan"), currently with ICMA-RC. This is a mandatory non-elective contribution. All costs or fees associated with the RHS Plan shall be paid by the employees participating in the RHS Plan.

#### Section 4.10 Longevity

Each full-time Employee will receive longevity pay on December 1 of each year at the rate of \$40.00 for each year of service, to a maximum of twenty (20) years.

#### Section 4.11 Mileage

An Employee who is required by his Department Head to use a personal vehicle on Village-related business will be reimbursed for mileage at the Internal Revenue Service's standard business mileage rate at the time of travel. However, if an Employee has access to a Village vehicle it should be used.

#### Section 4.12 Uniforms

The Village shall furnish uniforms for Employees required to wear uniforms. The respective Department shall establish standards and procedures for the issuance of such uniforms. The Employee shall be responsible for cleaning and care of uniforms. Uniforms damaged in the line of duty shall be repaired or replaced, depending on the extent of the damage.

#### Section 4.13 Death of an Employee

In the event of death, compensation for all salary earned but unpaid, including longevity and unused vacation time shall be paid to the beneficiary(ies) of the deceased

Employee. Unless specified differently in writing by the Employee, the beneficiary shall be as established in the corresponding insurance plan of the deceased Employee.

## **ARTICLE V**

### **HOURS OF WORK AND OVERTIME**

#### Section 5.1 Regular and Overtime Hours

The current, regularly assigned duty hours of full-time Employees are a forty (40)-hour workweek, with a one-half (1/2) hour paid lunch break, as established by the Village. The Village shall have no obligation to provide any additional paid or unpaid break periods to Employees. Employees will receive overtime pay at time and a half for all hours worked in excess of forty (40) hours during a workweek. Paid time off for vacations, emergency leave, and birthday holiday time shall not count as hours worked for overtime compensation purposes. The workweek shall be established from time to time by the Village.

#### Section 5.2 Court Time

An Employee required to appear in court when not on duty shall receive a minimum of two (2) hours' pay or compensatory time off (as provided in Section 5.6) at the rate of time and a half. As the two (2)-hour minimum pay or compensatory time off applies to the Traffic and Misdemeanor Division sitting as branch court in the Village of Carpentersville Village Hall, the Village will consider the morning and afternoon sessions as two (2) separate court appearances. Employees required to attend both morning and afternoon sessions shall receive the two (2)-hour minimum pay or compensatory time off for each session attended. The two (2)-hour minimum pay or compensatory time off shall not apply to any work or court appearances during hours contiguous with the Employee's regularly scheduled hours.

#### Section 5.3 On-Call Status

An Employee shall receive a minimum of two (2) hours' pay at time and a half for each call out. In the event the Employee is called out, the Employee shall not receive additional compensation for the first two (2) hours.

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

#### Section 5.4 Departmental Meetings

Each Department covered by this Agreement has the ability to hold departmental meetings whenever the respective Department Head determines such a meeting is necessary.

If a mandatory Department meeting is held outside of the Employee's normal working hours the Employee shall be paid at his regular rate of pay for attendance at such meeting. Hours spent at such meetings shall count as hours worked for purposes of overtime.

#### Section 5.5 Shift Preferences

Employees may submit shift assignment preferences for the following year by submitting such preferences in writing to his supervisor before December 1 of the year proceeding the year in which such assignments are to be effective. In making shift assignments, the supervisor shall consider all such requests, and shall give consideration to the relative seniority of the Employee making requests for the same shift. The supervisor shall retain the right to make final decisions on shift assignments, provided that shift assignments shall not be made for arbitrary, capricious or discriminatory reasons.

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

"Shifts" shall be established by the respective Department Head, but shall not be changed arbitrarily or capriciously.

## Section 5.6 Compensatory Time Off

As a general rule, Employees who work overtime shall receive payment for their overtime work. However, Employees may request compensatory time off in lieu of overtime pay. If the respective Department Head agrees in writing, Employees who request compensatory time off may receive such time added to their compensatory time bank, in lieu of pay, where unusual and compelling circumstances are shown. Employees may accrue up to a maximum of thirty (30) hours of compensatory time in lieu of overtime pay, which may carry over from year to year. All compensatory time in excess of this amount will be paid as time and a half as calculated based on a two thousand and eighty (2080)-hour work year. Compensatory time shall be taken in a minimum of one (1) hour increments unless otherwise authorized by the respective Department Head. An Employee's use of accumulated compensatory time shall be scheduled at the mutual convenience of the Employee and his Department Head. Compensatory time off requests shall not be arbitrarily denied. Employees cannot schedule or take compensatory time before it is actually earned. Compensatory time shall not be deducted from an Employee's compensatory time bank until it is actually taken.

An Employee desiring to schedule compensatory time off shall submit an Overtime/Vacation request form at least forty-eight (48) hours prior to the beginning of the shift that the Employee proposes to take off, provided that his supervisor can waive this advance notice requirement on a case-by-case basis.

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

### Section 5.7 Travel During Training

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

## **ARTICLE VI**

### **GENERAL PROVISIONS**

#### Section 6.1 Pledge Against Discrimination and Coercion for Union Activity and Inactivity

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

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

#### Section 6.2 Seniority

For purposes of this Agreement, seniority shall consist of continuous service with the Village in a position covered by this Agreement. Time worked as a part-time Employee in the same classification as full-time employment currently held by the Employee or in part-time classification with substantially similar duties as the full-time position currently held by the Employee will be credited as time for seniority at the rate of one-half (1/2) full-time equivalency. Time worked as a part-time Employee in a different position shall not be considered in determining seniority.

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

If an Employee should resign voluntarily and later be rehired, seniority shall date from the date of rehire and shall not include credit for any period of service prior to his voluntary resignation, unless otherwise determined appropriate by the Village due to

unique circumstances. If an Employee is laid off or his work hours are reduced by the Village and he is rehired or has his work hours restored within one (1) year of such layoff or reduction in hours, seniority shall include credit for any period of service prior to such layoff or reduction in hours.

### Section 6.3 Rules

The Village shall have the right to promulgate rules and regulations. When existing rules are changed or new rules are established, the Village agrees to provide each Employee with access to all such rules prior to their effective date. New Employees shall be provided with access to the rules at the time of hire and shall sign an acknowledgement of review of same.

### Section 6.4 Replacement of Personal Property

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

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

### Section 6.5 Layoff

In the event the Village determines that any position(s) within the bargaining unit are to be laid off, except in an emergency, in which case the Village shall notify the Union as soon as possible, the Village shall provide with 10 days' notice to the bargaining unit of its intent to do so. Where practical, part-time Employees shall be laid off before full-time Employees, in reverse order of their seniority, with the least senior part-time Employee being laid off first. If the Village determines, after all reasonable efforts, that it is not feasible to lay off in the above manner, full-time employees, given notice of the layoff, shall have the right to "bump" into the part-time ranks and the least senior part-time Employee shall then be laid off. Notwithstanding anything to the contrary in this Section, the Village may retain without regard to seniority current part-time or full-time Employees who possess special skills in positions that call for such

specials skills, with the understanding that a full-time Employee is able to “bump” into the part-time ranks as stated above, but only if the full time Employee possesses the skills needed for the part-time position. In addition, nothing in this Section shall be construed as a limitation on the Village’s management rights set forth in Article II of this Agreement, including but not limited to the Village’s right to control and determine the operations or services to be conducted by employees of the Village, to determine the methods, means, organization, and number of personnel by which such operations or services shall be conducted or purchased, or to contract or subcontract the work of employees of the Village.

#### Section 6.6 Recall

Non-probationary Employees who are laid off shall be placed on a recall list for a period of one (1) year. Non-probationary full-time Employees who “bump” into the part-time ranks as described in Section 6.5 shall be placed on a recall list for the full-time position previously held for a period of two (2) years. If there is a recall, Employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled. The Department Head for the Department to which the Employees are being recalled will determine what, if any, retraining shall be needed. Part-time, qualified Employees shall be recalled only after all full-time, qualified Employees have first been recalled. The Village will hire no other individuals to fill open positions covered under this Agreement without first hiring back the affected, qualified, laid-off Employees under the time frames in this Section.

## **ARTICLE VII GRIEVANCE PROCEDURE**

#### Section 7.1 Definition

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

that suspensions of five (5) days or greater or termination may be grieved up to and through Step 3 of this grievance procedure, but no further.

#### Section 7.2 Settlement Procedure

The following procedure will be followed to settle grievances:

Step 1: An Employee with a grievance should first attempt to resolve it informally with his immediate supervisor as soon as practicable after the incident giving rise to the grievance occurs, and the supervisor should respond to the Employee as soon as practicable after the matter is brought to him. Neither the grievance nor the response is required to be put in writing at this step, although the supervisor should make a note of the date and time that the grievance was discussed and/or resolution attempted.

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

Step 3: If the grievance is not settled in Step 2, and the grievance does not involve suspension of five (5) days or greater or termination, the Employee may, within five (5) working days of receipt of Step 2 answer, file an appeal to the Village Manager. The Village Manager shall render an answer in writing within ten (10) working days of such appeal. Copies of such answer will be sent to the Employee. Either party may audio record the meeting in Step 3 at his own expense provided prior notice is given to the other party. If the grievance is not settled in Step 2, and the grievance involves suspension of five (5) days or greater or termination, the Employee may request grievance mediation in

accordance with the provisions of the Side Letter of Agreement Regarding Grievance Mediation attached as Appendix C to this Agreement. If such mediation does not resolve the matter, the Employee may file an appeal to the Village Manager. The Village Manager shall render an answer in writing within ten (10) working days of such appeal. Copies of such answer will be sent to the Employee. Either party may audio record the meeting in Step 3 at his own expense provided prior notice is given to the other party.

Step 4: If the grievance remains unsettled, either party may request arbitration consistent with the provisions of this Agreement, except that grievances involving suspension of five (5) days or greater or termination may not be referred to arbitration.

### Section 7.3 Time Limits

Grievances shall be raised and settlements attempted promptly. Accordingly, in order to be considered, a grievance must be filed in writing no later than ten (10) working days after the occurrence of the event giving rise to the grievance. If not filed within the applicable time limit, the grievance shall be deemed to have been "waived," and shall not be processed further. Similarly, if a grievance is not appealed to any step of the grievance procedure or to arbitration within the time limits set forth herein, it shall be considered to have been settled on the basis of the Village's last answer. If the Village does not answer a grievance at any step of the grievance procedure within the time limits specified, the Employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step of the grievance procedure. Any of the time limits referred to in this section may be extended by mutual agreement in writing.

### Section 7.4 Selection of the Arbitrator

If the Union elects to appeal a grievance to arbitration it must do so within thirty (30) calendar days of when the Step 3 answer was due. The parties shall first attempt to agree upon an arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator within ten (10) working days of the appeal to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a

panel of seven (7) arbitrators who shall reside in Illinois, Indiana or Wisconsin and who are members of the National Academy of Arbitrators. The parties shall attempt to agree upon an arbitrator within seven (7) working days. From an acceptable panel, the arbitrator shall be selected by the alternate striking of names. The party requesting arbitration shall strike first. Either party may strike one panel in its entirety.

#### Section 7.5 Hearing Procedure

Arbitration hearings shall be held at Village Hall unless the parties mutually agree in writing to a different site. No more than one (1) grievance shall be submitted for determination by the arbitrator except by written mutual agreement to the contrary; provided, that if more than one (1) grievance arose out of the same factual situation the grievances may be presented to the arbitrator at the same hearing. At the arbitration hearing, each side shall be afforded the opportunity to be represented by representatives of its own choosing, to state a position, and to present witnesses on its behalf. Joint expenses of arbitration (including the fees and expenses of the arbitrator and the transcript and the cost, if any, of the hearing room) shall be divided equally between the Village and the Union. Each party, however, shall be responsible for compensation of its own representatives and witnesses, including, in the case of the Union, employee-witnesses and/or non-witnesses subpoenaed or requested to be at the hearing by the Union who are excused from work by the Village to attend the hearing.

#### Section 7.6 Authority of the Arbitrator

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

the facts of the grievance presented, consistent with applicable law. Any arbitration decision shall be issued within thirty (30) calendar days of the hearing or filing of briefs.

Section 7.7 "Working Days" Defined

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

**ARTICLE VIII  
GENERAL CONDUCT**

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

**ARTICLE IX  
WAGES**

Wage schedules for Employees are set forth in Appendix A. The Educational Incentive Plan for Employees is set forth in Appendix B.

Normally, Employees will be advanced one (1) step on the pay schedule for their positions on the anniversary of employment, until the Employee reaches the top of the schedule. Advancement may be denied if an employee receives an unsatisfactory evaluation, provided that the evaluation is completed prior to the Employee's anniversary date. Employees receiving an unsatisfactory evaluation shall receive at least one (1) supplemental evaluation in the six (6)-month period following the unsatisfactory evaluation.

The purpose of the supplemental evaluation shall be to determine whether the deficiencies that resulted in the unsatisfactory evaluation have been removed or corrected and whether the performance in the areas previously deemed satisfactory has remained at that level. Employees receiving a supplemental evaluation rating of satisfactory or better shall receive the step advancement at that time. Such advancement shall not be retroactive. The Employee's next regular evaluation shall take place on schedule without reference to the supplemental evaluation. Employees

who do not receive a satisfactory or better annual evaluation have the right to file a grievance at Step 2 of the grievance procedure, but can only advance the grievance to Step 3. Employees who do not receive a satisfactory or better supplemental evaluation have the right to file a grievance at Step 2 of the grievance procedure and advance the matter to arbitration.

New Employees may be hired at a step higher than Step 1 if they have prior training and/or experience. The Village has the ability to accelerate an Employee's movement through the steps if warranted by exceptional performance.

Employees hired prior to January 1, 2012, and who are eligible for IMRF are exempt from the Accelerated Payment requirement of the Illinois Pension Code, Public Act 97-0609, which was signed into law on August 26, 2011. Employees hired on or after January 1, 2012, will be subject to such Accelerated Payment requirement.

Wages will be paid retroactively for all hours worked or paid as a member of this collective bargaining unit, for all Employees employed on the date this Agreement is signed by both parties, 2012.

## **ARTICLE X**

### **TERMINATION AND LEGALITY CLAUSES AND ENTIRE AGREEMENT**

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

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining on any subject covered by this Agreement for the term of the Agreement, except that this Agreement may be modified or supplemented during its term by mutual agreement in writing of the parties. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, that conflict with the express terms of this Agreement.

The parties acknowledge that during the negotiations that 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 or ordinance 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. The Union specifically waives any right it might have to impact or effects bargaining for the life of this Agreement.

## **ARTICLE XI UNION REPRESENTATIVES**

Upon giving notice to and receiving permission from his supervisor, which permission shall not unreasonably be withheld, a Union representative shall be excused from his regular duties for a reasonable period of time, without loss of pay, for the purpose of representing Employees in the processing of grievances at Step 2 or 3. It is understood by the parties that such activities are subordinate to the staffing needs of the Employees' respective Departments and the citizens of the Village of Carpentersville.

## **ARTICLE XII LABOR-MANAGEMENT MEETINGS**

### Section 12.1 Meeting Request

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

### Section 12.2 Content

The content of labor-management meetings shall be limited to:

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

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any of the terms of this Agreement be conducted at such meetings.

### Section 12.3 Attendance

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

## **ARTICLE XIII**

### **MISCELLANEOUS PROVISIONS**

#### Section 13.1 References to Male Gender and Supervisor

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

Any reference to the "Village Manager" or "Department Head" or "supervisor" in this Agreement shall be interpreted to include his designee(s).

#### Section 13.2 Ballistic Vests

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

#### Section 13.3 Probationary Period

Employees have a twelve (12)-month probationary period.

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

respective Department Head with the approval of the Village Manager. The term "regular status" does not mean that the Employee has a permanent job and is not in any other way inconsistent with the Village's employment-at-will policy.

When an Employee transfers from a position in one (1) department or division to a position in another department or division, the first six (6) months in the new job shall be a probationary period. This is also a time when the Employee and his supervisor are encouraged to discuss often and regularly how the transfer is working out and to try to identify and solve any problems that may have arisen. The potential success of any transfer is obviously enhanced if efforts are made by all parties involved to ensure the best possible match of a department's staffing needs to the abilities and interests of the Employee.

#### Section 13.4 Certification and/or Licensure

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

All Police Department employees covered by this Agreement shall be required to obtain a Law Enforcement Agency Data System Operator certification in order to successfully pass their probation, and such certification shall be maintained as a condition of employment.

Newly hired, uncertified Code Enforcement Officers shall be required to pass the International Code Council Property Maintenance & Housing Inspection Test in order to successfully pass their probation, and such certification shall be maintained as a condition of employment.

Newly hired Building Inspectors shall have no less than two (2) licenses or certifications appropriate to their assigned area of inspectional duties in order to successfully pass their probation, and such certification shall be maintained as a condition of employment.

Failure to maintain a current and active certification required by the Village for any period beyond forty-five (45) days after expiration will result in disciplinary action up to and including termination. The Village will be responsible for the cost of tuition and mileage for approved continuing education and certification and preparatory classes

taken by Employees pursuant to certification requirements or certification renewals. The Village shall reimburse Employees for the registration cost of passed certification examinations. The Village shall reimburse Employees for fifty percent (50%) of the registration cost of one (1) failed certification examination; the Village will not reimburse the Employee for any of the cost of certification exams taken subsequent to a failed certification exam. The Village will make available in a central location information regarding training and continuing education opportunities.

#### Section 13.5 Drug & Alcohol Testing Policy and Program

The Village has adopted a Drug and Alcohol Testing Policy and Program and Department Heads may find it necessary, from time-to-time, to enforce such Policy and Program. The Union is to be informed of changes made to such Policy and Program.

### **ARTICLE XIV**

#### **TERM**

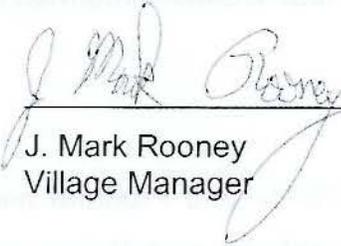
This Agreement shall be effective the day after execution by both parties and shall remain in effect until the thirtieth (30<sup>th</sup>) day of April, 2013.

This Agreement shall automatically be renewed from and after the thirtieth (30<sup>th</sup>) day of April, 2013, for successive terms of one (1) year each, unless either party shall notify the other in writing not less than sixty (60) days prior to April 30, 2013, or any successive end of term date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days prior to the end of the term date. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is given by either party in the manner set forth in the following paragraph.

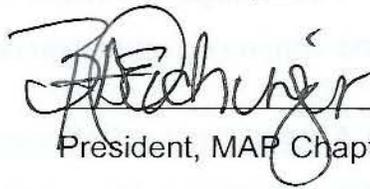
In the event that either party desires to terminate this Agreement on or after April 30, 2013, or on or after any subsequent April 30, written notice must be given to the other party not less than sixty (60) days prior to its termination date. Otherwise, the Agreement shall automatically renew from year to year; provided, however, that if negotiations on modification have commenced as provided for in the preceding paragraph, either party may terminate this Agreement upon written notice on the later date of the following two (2) dates: sixty (60) days following such written notice or within sixty (60) days following the anniversary date provided for in the Agreement.

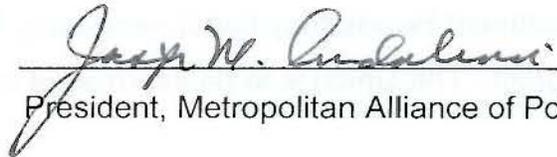
IN WITNESS WHEREOF, the parties hereto have set their hands this 11<sup>th</sup>  
day of July, 2012.

**FOR THE VILLAGE:**

  
\_\_\_\_\_  
J. Mark Rooney  
Village Manager

**FOR THE UNION:**

  
\_\_\_\_\_  
President, MAP Chapter #390

  
\_\_\_\_\_  
President, Metropolitan Alliance of Police

**Appendix A  
Wage Schedules**

**WAGE SCHEDULES – FULL-TIME EMPLOYEES**

<b>ACCOUNT CLERK*</b>			
<b>Years of Service</b>	<b>Hourly Rate 5/1/10 (0%)</b>	<b>Hourly Rate 5/1/11 (2%)</b>	<b>Hourly Rate 5/1/12 (1%)</b>
1	\$19.39	\$19.78	\$19.98
2	\$20.57	\$20.98	\$21.19
3	\$21.25	\$21.68	\$21.89
4	\$21.74	\$22.17	\$22.40
5	\$24.07	\$24.55	\$24.80

\*Accounts Payable and Utility Billing Clerk - Finance Department.

<b>CUSTODIAN</b>			
<b>Years of Service</b>	<b>Hourly Rate 5/1/10 (0%)</b>	<b>Hourly Rate 5/1/11 (2%)</b>	<b>Hourly Rate 5/1/12 (1%)</b>
1	\$19.08	\$19.46	\$19.66
2	\$19.76	\$20.16	\$20.36
3	\$20.57	\$20.98	\$21.19
4	\$21.32	\$21.75	\$21.96
5	\$22.23	\$22.67	\$22.90

<b>BUILDING/PLUMBING INSPECTOR</b>			
<b>Years of Service</b>	<b>Hourly Rate 5/1/10 (0%)</b>	<b>Hourly Rate 5/1/11 (2%)</b>	<b>Hourly Rate 5/1/12 (1%)</b>
1	\$24.25	\$24.74	\$24.98
2	\$25.74	\$26.25	\$26.52
3	\$26.91	\$27.45	\$27.72
4	\$28.37	\$28.94	\$29.23
5	\$29.88	\$30.48	\$30.78
6	\$29.95	\$30.55	\$30.85
7	\$31.39	\$32.02	\$32.34

<b>CODE ENFORCEMENT OFFICER</b>			
<b>Years of Service</b>	<b>Hourly Rate 5/1/10 (0%)</b>	<b>Hourly Rate 5/1/11 (2%)</b>	<b>Hourly Rate 5/1/12 (1%)</b>
1	\$22.65	\$23.10	\$23.33
2	\$24.37	\$24.86	\$25.11
3	\$25.60	\$26.11	\$26.37

4	\$27.04	\$27.58	\$27.86
5	\$28.47	\$29.04	\$29.33
6	\$30.01	\$30.61	\$30.92

<b>COMMUNITY DEVELOPMENT PERMIT TECHNICIAN</b>			
<b>Years of Service</b>	<b>Hourly Rate 5/1/10</b>	<b>Hourly Rate 5/1/11</b>	<b>Hourly Rate 5/1/12 (1%)</b>
1	N/A	21.28	21.49
2	N/A	22.34	22.56
3	N/A	23.23	23.46
4	N/A	24.16	24.40
5	N/A	25.13	25.38
6	N/A	26.14	26.40

<b>COMMUNITY SERVICE OFFICER</b>			
<b>Years of Service</b>	<b>Hourly Rate 5/1/10 (0%)</b>	<b>Hourly Rate 5/1/11 (2%)</b>	<b>Hourly Rate 5/1/12 (1%)</b>
1	\$18.07	\$18.43	\$18.62
2	\$19.50	\$19.89	\$20.09
3	\$23.92	\$24.40	\$24.64

<b>CUSTOMER SERVICE CLERK</b>			
<b>Years of Service</b>	<b>Hourly Rate 5/1/10 (0%)</b>	<b>Hourly Rate 5/1/11 (2%)</b>	<b>Hourly Rate 5/1/12 (1%)</b>
1	\$18.98	19.36	19.55
2	\$19.73	20.12	20.33
3	\$20.47	20.88	21.09
4	\$21.27	21.70	21.91
5	\$22.06	22.50	22.73

<b>GENERAL CLERK*</b>			
<b>Years of Service</b>	<b>Hourly Rate 5/1/10 (0%)</b>	<b>Hourly Rate 5/1/11 (2%)</b>	<b>Hourly Rate 5/1/12 (1%)</b>
1	\$18.99	\$19.37	\$19.56
2	\$19.74	\$20.13	\$20.34
3	\$20.48	\$20.89	\$21.10
4	\$21.28	\$21.71	\$21.92
5	\$22.95	\$23.41	\$23.64

\*Records Technicians - Police Department.

<b>PAYROLL CLERK</b>			
<b>Years of Service</b>	<b>Hourly Rate 5/1/10 (0%)</b>	<b>Hourly Rate 5/1/11 (2%)</b>	<b>Hourly Rate 5/1/12 (1%)</b>
1	\$20.16	\$20.56	\$20.77
2	\$20.95	\$21.37	\$21.58
3	\$21.80	\$22.24	\$22.46
4	\$22.66	\$23.11	\$23.34
5	\$25.68	\$26.19	\$26.46

<b>PROPERTY OFFICER/EVIDENCE TECHNICIAN (hired prior to signing of Agreement)</b>			
<b>Years of Service</b>	<b>Hourly Rate 5/1/10 (0%)</b>	<b>Hourly Rate 5/1/11 (2%)</b>	<b>Hourly Rate 5/1/12 (1%)</b>
1	\$25.50	\$26.01	\$26.27
2	\$27.71	\$28.26	\$28.55
3	\$29.10	\$29.68	\$29.98
4	\$30.75	\$31.37	\$31.68
5	\$32.39	\$33.04	\$33.37
6	\$34.14	\$34.82	\$35.17

<b>PROPERTY OFFICER (hired after signing of Agreement)</b>			
<b>Years of Service</b>	<b>Hourly Rate 5/1/10</b>	<b>Hourly Rate 5/1/11</b>	<b>Hourly Rate 5/1/12</b>
1	N/A	N/A	\$20.26
2	N/A	N/A	\$22.12
3	N/A	N/A	\$23.01
4	N/A	N/A	\$23.93
5	N/A	N/A	\$24.89
6	N/A	N/A	\$25.89

**WAGE SCHEDULES – PART-TIME EMPLOYEES**

<b>PART-TIME AMBULANCE BILLING/COLLECTIONS CLERK</b>		
<b>Hourly Rate 5/1/10</b>	<b>Hourly Rate 5/1/11</b>	<b>Hourly Rate 5/1/12</b>
N/A	N/A	\$15.00

<b>PART-TIME BUILDING/PLUMBING INSPECTOR (hired prior to signing of Agreement)</b>		
<b>Hourly Rate 5/1/10</b>	<b>Hourly Rate 5/1/11</b>	<b>Hourly Rate 5/1/12</b>
N/A	N/A	\$38.60
<b>PART-TIME BUILDING/PLUMBING INSPECTOR</b>		

<b>(hired after signing of Agreement)</b>		
<b>Hourly Rate 5/1/10</b>	<b>Hourly Rate 5/1/11</b>	<b>Hourly Rate 5/1/12</b>
N/A	N/A	24.14

<b>PART-TIME CODE ENFORCEMENT OFFICER</b>		
<b>Hourly Rate 5/1/10</b>	<b>Hourly Rate 5/1/11</b>	<b>Hourly Rate 5/1/12 (1%)</b>
N/A	\$22.44	\$22.66

<b>PART-TIME COMMUNITY SERVICE OFFICER</b>		
<b>Hourly Rate 5/1/10 (0%)</b>	<b>Hourly Rate 5/1/11 (2%)</b>	<b>Hourly Rate 5/1/12 (1%)</b>
\$13.80	\$14.08	\$14.22

<b>PART-TIME CUSTODIAN</b>		
<b>Hourly Rate 5/1/10 (0%)</b>	<b>Hourly Rate 5/1/11 (2%)</b>	<b>Hourly Rate 5/1/12 (1%)</b>
\$12.12	\$12.36	\$12.49

<b>PART-TIME CUSTOMER SERVICE CLERK</b>		
<b>Hourly Rate 5/1/10</b>	<b>Hourly Rate 5/1/11</b>	<b>Hourly Rate 5/1/12</b>
N/A	N/A	\$13.00

<b>PART-TIME GENERAL CLERK (hired prior to signing of Agreement)</b>		
<b>Hourly Rate 5/1/10</b>	<b>Hourly Rate 5/1/11</b>	<b>Hourly Rate 5/1/12</b>
N/A	N/A	\$24.83

<b>PART-TIME GENERAL CLERK (hired after signing of Agreement)</b>		
<b>Hourly Rate 5/1/10</b>	<b>Hourly Rate 5/1/11</b>	<b>Hourly Rate 5/1/12</b>
N/A	N/A	\$14.90
*Part-time Records Technicians - Police Department.		

## **Appendix B Educational Incentive Plan**

Employees shall receive an educational incentive pay of five percent (5%) when they meet one (1) or more of the following:

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

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

## Appendix C

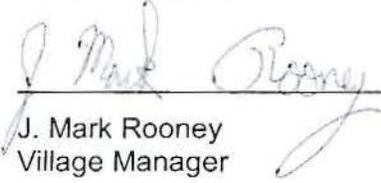
### **SIDE LETTER OF AGREEMENT REGARDING GRIEVANCE MEDIATION BETWEEN THE VILLAGE OF CARPENTERSVILLE AND METROPOLITAN ALLIANCE OF POLICE #390**

The undersigned parties hereby request the assistance of the Federal Mediation and Conciliation service (FMCS) in the attempted resolution of the dispute between them. The parties understand that mediation is a voluntary process that may be terminated at any time. The parties agree to maintain the confidentiality of all information disclosed in the course of the mediation and further agree to the following terms:

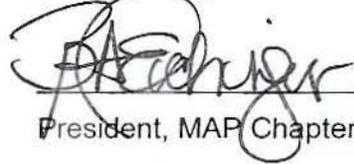
1. In the event that mediation is unsuccessful, any time limits in the parties' collective bargaining agreement will be extended as necessary.
2. Mediation sessions are private. Non-parties may attend only with the permission of the parties and the consent of the mediator.
3. Any statements made by the parties, other participants, or the mediator during the mediation process, and any documents created for or during the mediation proceedings, are inadmissible and not discoverable for any purpose whatsoever in any pending or subsequent judicial or other proceeding, absent the written consent of all the parties, the mediator, and the FMCS, nor will they be made public in any way.
4. The parties will not seek to compel the testimony, by subpoena or otherwise, of the mediator or any other employee of the FMCS to testify in any proceeding for any reason. The parties also will not seek to compel, by subpoena or otherwise, the production of documents created for or during the mediation in any proceeding or for any reason.
5. Evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation proceedings.
6. The obligations imposed by this agreement are in addition to and do not supersede any obligations imposed by applicable state or federal laws regarding mediation confidentiality.
7. At the request of the parties, or on the initiative of the mediator, the mediator may provide an off-the-record, oral opinion to resolve the dispute. In that circumstance, the parties may jointly decide to implement that opinion but neither party is obligated to do so, in which case the opinion will be deemed never to have been rendered.
8. The parties shall not rely on nor introduce as evidence in any proceedings or make public any views, comments, or suggestions made by any party or participant with respect to a possible settlement of the dispute, any admissions made by another party or participant in the course of the mediation proceedings, or any proposals, opinions, or

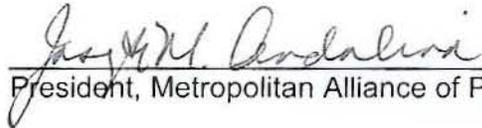
comments of the mediator. In accordance with FMCS policy, the mediator's notes and records of the mediation content, if any, are routinely destroyed.

**FOR THE VILLAGE:**

  
\_\_\_\_\_  
J. Mark Rooney  
Village Manager

**FOR THE UNION:**

  
\_\_\_\_\_  
President, MAP Chapter #390

  
\_\_\_\_\_  
President, Metropolitan Alliance of Police

