

MEMORANDUM OF AGREEMENT

BETWEEN

VILLAGE OF CARPENTERSVILLE

AND

SEIU LOCAL 73  
(FULL-TIME FIREFIGHTERS)

May 1, 2007-April 30, 2010

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**ARTICLE I**

**PREAMBLE**

THIS AGREEMENT is entered into by and between the Village of Carpentersville, hereinafter referred to as the Employer, and the Carpentersville Firefighters Association,

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

**ARTICLE II**  
**RECOGNITION**

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

Included: All full-time firefighters in the rank of Lieutenant and Firefighter.

Excluded: Chief, Assistant Fire Chief, Designated Shift Commander/Captain/Battalion Chiefs (which shall not exceed four in number including Captains), Chief's secretary, part-time secretary, all part-time firefighters, all other employees of the Employer.

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

**ARTICLE III**  
**DEFINITION OF FULL-TIME FIREFIGHTER**

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

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

a. The Village shall retain the sole right and authority to operate and direct the affairs of the Village including the Fire Department in all its various aspects. All of the rights, functions and prerogatives of management, which the Village had prior to entering into this Agreement, are reserved and retained exclusively to the Village. In no event shall any right, functions or prerogative of the Village ever be deemed or construed to have been modified, diminished or impaired by any past practice or course of conduct, negotiations or bargaining proposals, or otherwise, unless expressly made part of this Agreement. Specifically, but without limiting the generality of the foregoing, it is distinctly understood and agreed that this Agreement does not affect and shall not be deemed or construed to impair or limit in any way the Village's right in its sole discretion and judgment to determine matters of inherent managerial policy, the functions of the employer, its mission including the nature, extent and standards of service offered to the public, its overall budget, the organizational structure and selection of new employees, examination techniques, and to direct or reassign the working force or any individual therein; to plan, direct, control, subcontract and determine the operations or service to be conducted in or at the Fire Department or by the employees of the Village; to meet and confer with employees directly, either individually or collectively; to schedule, assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge; or relieve employees due to lack of work, shortage of budgeted funds, or other legitimate reasons or to make and enforce rules and regulations except as modified or limited by this Agreement.

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

**ARTICLE V**  
**GENERAL CONDUCT**

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

Neither the Association nor any employee may use or authorize others to use the



name of the Department or the Village in relation with any solicitation without the written consent of the Village Manager.

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

## **ARTICLE VI**

### **RESIDENCY REQUIREMENT**

Employees covered under this agreement shall reside within 35 miles from the Village limits as the crow flies. New hires that do not live within this area must establish and thereafter maintain such residency within one (1) year of hire.

## **ARTICLE VII**

### **NO STRIKE / LOCKOUT**

Neither the Union, its officers, agents nor any employee, will instigate, encourage, participate in, promote, or condone any strike, sympathy strike, concerted work stoppage, secondary boycott, residential picketing of trustees and management personnel of the Employer, or slowdown against the Employer, or any other curtailment or restriction, interruption of, or interference with services, work or other normal functions of the Employer, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be disciplined up to and including discharge by the Employer. The failure to confer a penalty in any instance is not to 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 its members of their obligations under this Agreement and to direct them to return to work.

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

## **ARTICLE VIII**

### **UNION ACTIVITY**

### Section 1 - Representative Time Off

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

b. 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.

### Section 2 - Negotiating Team

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

## **ARTICLE IX**

### DEDUCTION OF DUES AND FAIR SHARE

#### Section 1 - Membership and Fair Share

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

The Union agrees to comply with the requirements set forth in Chicago Teachers Union vs. Hudson, 106 U.S. 1066 (1986) with respect to the constitutional rights of fair

share fee payers, including giving timely notice of the fee and an explanation of the basis therefore, an audited breakdown of the major categories of expenses, placing any disputed amounts in escrow pending resolution of any dispute resolution procedure for such objections. The parties agree that all such objections shall be consolidated for purpose of adjudication and the procedures and offices of the Illinois State Labor Relations Board shall be utilized for dispute resolution.

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

During the term of this Agreement the Village agrees to make a payroll deduction each pay period, of Union dues, fair share fee, initiation fee, and assessment(s), in the amount certified to be current by the Secretary-Treasurer of the Union, from the pay of those employees covered by this Agreement who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted to the Union by the 10th day of the succeeding month after such deductions are made.

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

Section 2.1 - Authorization for Payroll Deduction

By \_\_\_\_\_  
Last Name First Name Middle Name  
To \_\_\_\_\_  
Effective \_\_\_\_\_  
Date \_\_\_\_\_

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

Signature

Section 3 - Involuntary Deductions

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

resolution of the dispute pursuant to Appendix A.

Section 4 - Objection on Religious Grounds

The obligation to pay a fair share fee to the Union shall not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union.

Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to an agreeable non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be selected by the affected nonmembers from an approved list of charitable organizations established by the Illinois State Labor Board.

Section 5 - Objections on Other Grounds

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

Section 6 - Indemnification

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

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

**ARTICLE X**

BULLETIN BOARD

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

#### PRINTING

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

### **ARTICLE XI**

#### FIRE COMMISSION

The parties recognize that the Board of Fire and Police Commissioners of the Village of Carpentersville has statutory authority over the employees covered by this Agreement and expressly agree that any and all matters within the jurisdiction and purview of the Board of Fire and Police Commissioners shall be determined by the Board in accordance with the rules and procedures applicable thereto and that such rules and procedures shall be the sole and exclusive remedy for all matters within the jurisdiction or purview of the Board. Such matters are expressly excluded from the grievance procedure.

### **ARTICLE XII**

#### DEFINITION OF SENIORITY

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

### **ARTICLE XIII**

#### MINIMUM MANNING

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

If sufficient personnel are not available at the scene to meet the minimum staffing

requirements, the unit shall be placed out of service for reasons of insufficient personnel.

## **ARTICLE XIV**

### **LAYOFFS**

In the case of personnel layoffs, the employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. Employees shall be given notice of recall equal to the length of the layoff not to exceed 14 days. Failure to report to work on the date designated for return shall constitute a waiver of the employee's job reinstatement rights. No new full-time firefighters shall be hired until all laid-off full-time firefighters have been given the opportunity to return to work.

## **ARTICLE XV**

### **NEW CLASSIFICATIONS AND VACANCIES**

#### **Section 1 - New Classifications**

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

#### **Section 2 - Inclusion**

If the inclusion of a new position classification is agreed to by the Village and the Union or found appropriate by the State Labor Board, the Village and the Union shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 3rd step of the grievance procedure without resort to arbitration.

#### **Section 3-Promotions**

Promotions shall be in accordance with the Fire Department Promotion Act.

## **ARTICLE XVI**

### **DRUG AND ALCOHOL TESTING**

#### **Section 1 - General Policy Regarding Drugs and Alcohol**

The use of illegal drugs and the abuse of alcohol by members of the Fire Department present unacceptable risks to the safety and well being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve

and protect them obey the law and be fit and free from the effects of drug and alcohol abuse.

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

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

Section 2 - Definitions

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

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

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

Section 3 - Prohibitions

Firefighters shall be prohibited from:

1. Consuming or possessing alcohol or proscribed drugs (drugs proscribed by

the Controlled Substances Act) at any time during the work day on any of the Village's premises or job sites, including all Village buildings, properties, vehicles and the Employee's personal vehicle while engaged in Village business.

2. Using (any level), selling, purchasing or delivery of any proscribed drug during the workday or when off duty.
3. Being under the influence of alcohol (blood alcohol level of .04 and above) 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, which they are taking.

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

#### Section 4 - The Administration of Tests

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

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

Specified situation testing may occur in the following circumstances:

1. During an assignment of a Firefighter to the 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 Village may use Breathalyzer tests as well as urine and blood tests for alcohol testing. For drug/alcohol tests not involving a Breathalyzer, the Village shall use only licensed clinical laboratories and shall be responsible for maintaining the proper chain of custody. The Village shall maintain a list of approved licensed clinical laboratories and shall offer the Employee a choice of one of at least two (2) such laboratories for the conduct of drug tests pursuant to this Policy. The taking of urine samples shall not be witnessed unless there is probable cause to believe the employee is tampering with the test procedures. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive test result shall not be submitted to the Village unless a confirmatory test result is also positive as to the same sample. Upon request, the Village shall provide an Employee with a copy of any test results, which the Village receives with respect to such Employee.

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

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

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

Conduct prohibited by Section 3 of this Article shall be cause for discipline including termination subject to confirmation by the Board of Fire and Police Commissioners. Such disciplinary issues shall not be subject to the grievance arbitration provision and shall be subject to exclusive jurisdiction of the Board of Fire and Police Commissioners.

#### Section 5 - Voluntary Requests for Assistance

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

#### Section 6 - Expungement

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

### **ARTICLE XVII**

## DISCIPLINE AND DISCHARGE

### Section 1 - Discipline and Discharge

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

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

Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action or measure imposed upon an employee may be processed as a grievance only as set forth in the section on Disciplinary Grievances.

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

### Section 2 - Limitation

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

### Section 3 - Investigatory Interviews

Where the Village desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Village agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

## **ARTICLE XVIII**

### GRIEVANCE PROCEDURE

#### Section 1 - Definition of a Grievance

A grievance for the purpose of this Agreement is defined as a difference of opinion between an employee covered by this Agreement and the Village with respect to the meaning or application of the express terms of this Agreement except that it is hereby expressly agreed that matters within the purview of the Fire and Police Commission are not

subject to the grievance procedure or arbitration and the sole and exclusive remedy for such differences lies with the Fire and Police Commission.

## Section 2 - Procedure

Grievances shall be settled in the following manner. If a grievance is not filed or appealed to any step of the grievance procedure or arbitration within the time limits set forth herein, it shall be considered to have been settled on the basis of the Village's last answer. If the Village does not answer the grievance within the applicable time limit, the grievance shall be denied at that step at the time such answer is due.

### Step I

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

### Step II

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

### Step III

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

### Step IV

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the Village Manager within 28 calendar days after receipt of the Village's answer

in Step III (or if no answer, the last date for such answer). The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from Illinois, Wisconsin or Indiana who are members of the National Academy of Arbitrators. The parties shall alternatively strike one name at a time from the list until one name remains, with a coin toss being used to determine who strikes first; providing that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Village and Union requesting that he/she set a time and place for hearing, subject to the availability of the Village and Union representatives. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her and his/her award and decision shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. The costs of the arbitration proceeding, including the fee and expenses of the arbitrator, shall be divided equally between the Village and the Union.

### Section 3 - Representation

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

### Section 4 - Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of the Agreement

allegedly violated, the date of the alleged violations, the relief sought, the signature of the grieving employee(s), and the date of filing. It shall be prepared on the grievance form agreed to as part of this Agreement.

#### Section 5 - Time Limit

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

#### Section 6 - Investigation

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

#### Section 7 - Grievance Meeting

A maximum of one (1) employee (the grievant or the Union steward) per work shift shall be excused from work without loss of pay to participate in a Step I grievance meeting.

A maximum of two (2) employees (the grievant and/or Union steward) per work shift shall be excused from work without loss of pay to participate in a Step II or Step III grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee's assigned work task shall be performed first and the grievance filed later, unless the employee reasonably believes the assignment endangers his safety. In no event shall employees be permitted to participate in grievance meetings if it will interfere with his regular duties.

#### Section 8 - Disciplinary Grievances

Disciplinary matters not within the purview jurisdiction of the Board of Fire and Police Commissioners shall be subject to Steps I, II and III of this Grievance Procedure. Such disciplinary matters are not subject to arbitration, the right to arbitration of discipline being waived herein.

All grievances involving disciplinary matters shall culminate in Step III. The Village Manager shall respond to all such grievances, whether allowed or denied, in writing.

### **ARTICLE XIX**

## LABOR-MANAGEMENT SAFETY COMMITTEE

### Section 1 - Establishment of Committee

There shall be a labor-management safety committee consisting of three bargaining unit members and the Fire Chief, Assistant Fire Chief, and one Captain chosen by the Fire Chief. The Committee shall meet monthly. Bargaining unit members will be voted on annually by the bargaining unit members who pay full share dues. 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.

### Section 2 - Integrity of Grievance Procedure

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

### Section 3 - Safety Issues

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

### Section 4 - Union Representative Attendance

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

## **ARTICLE XX**

## RULES AND REGULATIONS

### Section 1 - Employer Rights

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

### Section 2 - Compliance

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

### Section 3 - Manual of Rules and Regulations

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

### Section 4 - Adoption of New Rules and Regulations

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

## **ARTICLE XXI**

### PERSONNEL FILES

#### Section 1 - Personnel Files

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

#### Section 2 - Inspection

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

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



Friday upon reasonable request.

3. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying.
4. Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his/her personnel file subject to the procedures contained in this Article.
5. Pre-employment information, such as reference reports, credit checks or information provided the Village with a specific request that it remain confidential, shall not be subject to inspection or copying.

### Section 3 - Notification

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

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

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

## **ARTICLE XXII**

### EMPLOYEE STATUS

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

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

The employer shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific Articles and sections of this Agreement and in

such other cases as may be agreed upon by the Employer and the Union.

### **ARTICLE XXIII**

#### **GENDER**

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

### **ARTICLE XXIV**

#### **PARKING**

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

### **ARTICLE XXV**

#### **HOUSEKEEPING**

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

### **ARTICLE XXVI**

#### **UNIFORMS**

New Employees will be provided with uniforms consisting of five pairs of pants, two dress shirts (1-long sleeve, -short sleeve), 5-tee shirts, 4 polo shirts, one belt, two badges, two winter shirts, 1 pair of shoes, and a squad coat that is required to be returned upon the separation of employee with department. A class "A" uniform will be issued upon completion of the probationary period. Beginning in the calendar year following the calendar year in which an Employee first completes one year of employment, each Employee shall be provided an annual uniform allowance of \$400.00 per calendar year.

\$100.00 of this \$400.00 can be used for such items as truck belts, flashlights, etc, as long as these items are department approved and consistent with all firefighters purchase. All purchase orders must be approved by the Shift Commander in advance of any purchase.

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

**Section 1 - Wages**

1. **Salary Schedule**

Salaries for individuals who are members of the bargaining unit on or after the date both parties sign said agreement shall be as follows. All wage increases shall be retroactive to May 1, 2007.

**SALARY SCHEDULE**

	1-May-07	1-May-08	1-May-09
FF1	48719	51930	53488
FF2	52618	55947	57625
FF3	54723	58115	59858
FF4	58291	61790	63643
FF5	60622	64191	66117
FF6	63048	66689	68690
FF7	64624	68313	70362
LT2	68189	71985	74144
LT3	70920	74798	77042

Effective May 1, 2007, the first step lieutenant LT1 was eliminated. All

Lieutenants on step LT1 moved to step LT2 on May 1, 2007. All employees who are promoted to lieutenant after May 1, 2007 will initially be placed on step LT2.

2. **Paramedic Stipend**

Beginning on May 1, 2008, the paramedic stipend in the amount of \$1,750 was rolled into the base rate of pay. This is reflected in the salary schedules set forth in section 1 – Wages above that include the paramedic stipend in the rate of pay for periods on and

after May 1, 2008.

### Section 2 - Overtime

Employees shall not be permitted to work overtime hours without permission of the Chief or his designee. The work period for FLSA purposes shall be 28 consecutive days. An employee shall be paid one and one-half times his/her regular hourly rate of pay for all hours of actual time worked in excess of 212 hours in any regular 28 day work period. Only time actually worked shall count in determining overtime entitlement. Overtime will be paid with the check for the pay period following the pay period in which it was earned.

### Section 3 - Shift Exchange

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

### Section 4 - Hold Over Pay

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

### Section 5 - Call Back Pay

Employees will be compensated at their regular rate of pay for call-backs for the first 212 hours in a work cycle and one and one-half times the regular rate for hours over 212 in a work cycle. Employees shall be paid a minimum of two hour's pay at the regular rate for each callback.

### Section 6 - Work Schedule and Hours of Work

Employees on a 24-hour workday shall work 24-hours on and 48-hours off, within a 28-day work cycle (or a maximum of 216 hours per cycle). Employees on an 11-hour

workday shall work three (3) 4-day weeks and one (1) 5-day week within a 187-hour maximum every 28-day work cycle.

Periodically during each contract year the department shall receive the following (Kelly Days) for each 24/48-hour shift employee at times that the employee would normally be scheduled to work. Kelly Days shall be assigned before vacation days.

May 1, 2007-April 30, 2008 (11) Eleven Kelly Days

May 1, 2008-April 30, 2009 (11) Eleven Kelly Days

May 1, 2009-April 30, 2010 (12) Twelve Kelly Days

All 11-hour shift personnel shall be entitled to three (3) personal days off which can only be taken during the fourth week of a work cycle without necessitating overtime to cover said day off. A personal day shall be scheduled before vacation days.

#### Section 7 - Holidays

Authorized holidays are as follows:

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

All employees will be paid 12 hours at the regular rate for each holiday they work. If an employee does not work the holiday, they receive 9.6 hours at the regular rate of each holiday. Such holiday pay shall not count as hours of work for overtime purposes. In addition, employees who work on a holiday shall receive their regular rate of pay for all hours worked.

#### Section 8 - EMT and Paramedic Training

The Village shall pay for the cost of tuition for the initial Emergency Medical

Technician certification class and the initial Paramedic certification class for each Employee. Time spent at such classes shall not count as hours worked and Employees will not be paid for such time.

The Village will require paramedic certification at time of hire.

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

#### Section 9 - 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 Village. Time spent on jury duty will not count as hours worked for overtime purposes.

#### Section 10 - Insurance

The Village will provide medical, life and disability insurance benefits to active Employees and their eligible dependents on the same basis as is provided to other non-bargaining unit Village employees. The 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; and co-payments, and coverage classes (e.g. single, single plus one and family) so long as such changes apply equally to other non-bargaining unit employees of the Village. Beginning with the first day of the month following the ratification of this Agreement by both parties, all employees covered by the Agreement will begin paying twelve percent (12%) of the Village's cost of insurance for the class of coverage elected toward the premium cost of health insurance

coverage. The employee contribution shall be adjusted each succeeding July 1, however, in no event will the employee contribution increase by more than fifteen percent (15%) over the amount of the employee contribution in the prior year.

The amount will be paid through the pre-tax deductions available through the Village. Cost shall be based on premium quote or projected annual cost provided by the Village's carrier or consultant. If actual cost turns out to be different than the premium quote or projected annual cost, employees will not be required to make additional contributions and will not be entitled to any refunds. Employees have no right, title, or interest in any reserves or assets of the health insurance plan. Should in the Village' sole discretion, market factors change necessitating the Village to explore other health insurance options, the Village 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 representative appointed by the union and one representative of management appointed by the Village Manager to review the various proposals. The Committee shall meet during normal working hours and will recommend to the Village Manager a preferred carrier. The factors to be taken into consideration shall be comparability of benefits, as well as cost. The Union recognized that it shall be the Village's determination as to the final selection of carrier.

#### Section 10A-Life Insurance

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

#### Section 11 - Longevity

On December 1 of each year, each Employee covered by this Agreement shall be paid longevity pay at the rate of \$40.00 for each full year of continuous service completed as a Village employee or employee of the Carpentersville and Countryside Fire Protection District to a maximum of 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.

#### Section 12 - Retirement

Each employee who retires from employment with the Village and who has at least 20 full years of service as a Village employee shall be paid \$1,000 upon retirement.

Section 13 - Sick Pay

Sick leave is granted at the discretion of the Shift Commander, and may only be used when an illness, injury or maternity of the Employee or the Employee's dependent children, dependent step children or spouse prevents the Employee from performing the essential functions of his/her job or such other duties as ordered by the Chief. In the event that an Employee is unable to work, the Employee must inform on duty Shift Commander at least two (2) hours prior to the start of the scheduled shift unless impracticable. Failure to so inform the Shift Commander prior to each absence will result in loss of that day's pay and may result in other discipline or discharge. Past practice prior to the effective date of this Agreement will not impede the Village's enforcement of this notice requirement as stated herein.

All Employees shall earn 12 hours of sick leave for each complete calendar month of Village employment completed. Unused sick leave days will be carried over to the next year. Unused sick time above the maximum of 1200 hours will be contributed to a Post-Retirement Medical Savings Plan at the rate of one day for every two sick days above the 1200 hours. This is a mandatory non-elective contribution. The amount paid will be based upon the rate of pay at the time that the sick day was earned.

Use of sick time for other than injury, illness or maternity of the Employee or the Employee's dependent children, dependent stepchildren or spouse may subject the Employee to discipline or discharge. Sick pay shall not count as hours of work for overtime purposes.

Section 14 - Vacation

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

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

Eligibility for vacation begins on the employee's anniversary date of the year



following the year in which the Employee attains one year of Seniority. Vacation benefits may then be taken during the following year subject to scheduling and manning requirements as determined by the Chief or his designee who shall consider, among other things, the needs of the Department, the Employee's Seniority and Employee preference. Vacation leave normally must be taken in weekly segments, but at the discretion of the Chief or his designee may be taken in increments of 10 or more hours. An Employee may carry up to 10 hours of unused and accrued vacation time over to the next year by notifying the Chief in writing prior to the end of the year. Prior to the end of the year in which vacation time must be used, an Employee may also request in writing that up to 50 hours of vacation time be carried over to the next year. Such requests may be granted at the sole discretion of the Village Manager. Any credited vacation leave that is not used during the calendar year or carried over as permitted herein shall be forfeited. Salary will not be paid in lieu of vacation. Vacation pay shall not count as hours of work for overtime purposes.

#### Section 15 - Emergency Leave

A maximum of three consecutive days of emergency leave with pay will be allowed (one regular shift for 24/48 personnel) a Firefighter to attend the funeral of the Firefighter's spouse, natural child, stepchild, or adopted child, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-parent, step-sibling, grandparent, or grandchild. Firefighters will be paid for regularly scheduled shifts that fall within that three 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.

#### Section 16 - No Pyramiding

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

Section 17-Out of Classification Pay-Any member who works out of classification in a position with a higher rate of pay will receive an additional \$1.25 per hour for acting Lieutenant, \$1.50 for acting Captain that they work out of classification. This will be done by the person's placement on a current eligibility promotional list and if this does not occur

on shift of occurrence it will then be done by seniority. This stipend will be paid in the event of working out of class for four (4) or more hours.

Section 18-Personal Property-The Village will reimburse a member of the bargaining unit in the following amount for personal property lost or damaged in the line of duty. Items covered will be watches (not to exceed \$65.00), eyeglasses (not sunglasses-not to exceed \$200.00) contact lenses (not to exceed \$150.00) Amount will be determined by the employee submitting a receipt indicating they have replaced the lost/damaged item and for what amount.

Section 19-Death of Unit Member- Upon death of a unit member, the member's personal representative or executor of the member'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 contract if the unit member retired on the day he died.

Section 20-Light Duty-Management shall have the sole right to assign (or not assign) employees to light duty including without limitation the sole right to determine whether to make light duty available and to determine any and all terms thereof without regard to past practices or other circumstances. However, under no circumstances shall light duty be provided to employees who are unable to perform the duties of their job due in whole or in part to a non-work related injury or illness. If and when management decides to assign light duty, members assigned to light duty will report to their regular assigned shift as follows:

Employees regularly scheduled to day shift shall report to work on their regularly scheduled days from 6AM to 5PM with a one-hour lunch break. Employees regularly assigned to the 24/48 schedule shall report to their normal shift day from 6AM to 10PM and shall be granted a one-hour break for lunch and a one-hour break for dinner.

Section 21-Post Retirement Medical Savings Plan- The Village will establish a Post-Retirement Medical Savings Plan which will permit the contribution of unused sick pay as permitted by this Article and will otherwise be made available to bargaining unit member on the same terms as other Village employees.

## **ARTICLE XXVIII**

### **EDUCATIONAL INCENTIVE PLAN**

Firefighters shall receive educational incentive pay identified below when a

firefighter meets one 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 60 semester hours of work.
2. A degree of Associate in Arts or Associate in General Studies in any field, but with a minimum of 12 semester hours in Fire Sciences subjects and a minimum overall grade of "C".
3. A degree of Bachelor of Arts, Science, Law, or in other areas of study with a minimum of 12 semester hours in Fire Science subjects and a minimum overall grade of "C".

No course work taken after November 1, 2001 shall be recognized as a Fire Science course unless the firefighter has received prior approval of the course from the 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 XXIX**

##### **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 May 1 to October 31, shall receive a reimbursement of \$250.00. An employee who does not lose such time for the period of November 1 through April 30 shall receive \$250.00.

Attendance incentive paychecks shall be issued as separate checks no later than the second payday after October 31 and April 30, respectively.

#### **ARTICLE XXX**

##### **USE OF FIRE FACILITY FOR UNION MEETINGS**

The union may utilize meeting room space available at any of the fire stations for the conduct of union meetings with permission of the Fire Chief. Said meetings should not commence until after 5:00 p.m. nor shall it interfere with any scheduled departmental training or planned activity. Notice to the Fire Chief by the union shall be made at least 72 hours in advance. If in the sole discretion of the Fire Chief should circumstances warrant, the meeting may be canceled and departmental personnel attending must perform fire

departmental related tasks. There shall be no authorized use of over-time for members to attend any union meetings.

### **ARTICLE XXXI**

#### **COMPENSATORY TIME**

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

### **ARTICLE XXXII**

#### **DURATION**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force, and effect until 11: 59 p.m. on the 30th day of April 2010. 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.

### **ARTICLE XXXIII**

#### **ENTIRE AGREEMENT**

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives

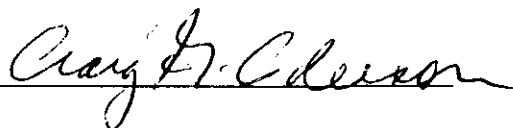
the right and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or issue which may legally be or have been the subject of bargaining regardless of whether or not such matter or issue was raised or could have been raised or foreseen in collective bargaining and regardless of whether such matter is covered or excluded by the express language of this Agreement.

**ARTICLE XXXIV**

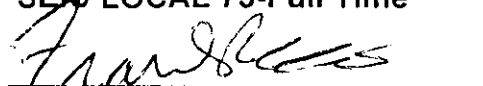

**SAVINGS CLAUSE**

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.

**VILLAGE OF CARPENTERSVILLE**

  
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\_\_\_\_\_

**CARPENTERSVILLE FIREFIGHTERS  
SEIU LOCAL 73-Full Time**

  
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**APPENDIX A**

**PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS**

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

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

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

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

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

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

APPENDIX B



Stronger Together

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 73, AFL-CIO, CLC  
www.seiu73.org

CHRISTINE BOARDMAN  
President

ALBERT WASHINGTON  
Secretary-Treasurer

NICK BELSANTI  
Vice President

Municipal & School Division

AL PIEPER  
Vice President  
Construction Division

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Springfield, IL 62701 11811  
217.527.1181  
Fax 217.527.0181

WESTCHESTER

1000 Liberty Lane, Suite 217  
West Chester, IL 60314 3749  
708.345-1801  
Fax 708.345-3991

ELGIN

5475 Tripple Road, Suite 1  
Elgin, IL 60120-9323  
847.747.7875  
Fax 847.747.0217

CLARKSVILLE

1636 Willow View Blvd  
Clarksville, IL 61827 7448  
217.328-7509  
Fax 217.328.8100

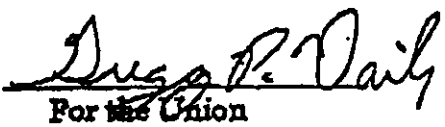
GARY, INDIANA

3750 Hayes  
Gary, IN 46408-0215  
219.884.4781  
Fax 219.884.1871

# Side Letter of Agreement

Compensatory Time- The Union and Village voluntarily enter into this agreement. If a member of the bargaining unit works any hours above and beyond their scheduled work hours, that member at their option may elect to receive compensatory time off instead of a cash payment. If a member has already worked 212 hours in that work cycle than all hours shall be credited at 1.5 times their regular rate.

This letter shall be attached and considered to be part of the current collective bargaining agreement, and shall become part of any successor agreements.

  
For the Union

8-07-02

  
For the Village

9-9-02





Appendix D  
Side Letter of Agreement  
January 25, 2006

Negotiated Promotional Language- The Carpentersville Professional Firefighter's Union SEIU Local 73 and the Village of Carpentersville voluntarily have entered into this agreement. The following promotional language has been negotiated and changed as allowed by state statute. Any and all language in the act not specified in the following pages (numbered 1-4) shall stay per state statute.

This side letter of agreement shall be attached to and become part of the collective bargaining agreement and shall become part of any and all successor agreements.

**CARPENTERSVILLE  
FULL TIME  
FIREFIGHTERS**

ROBERT DUNN  
President

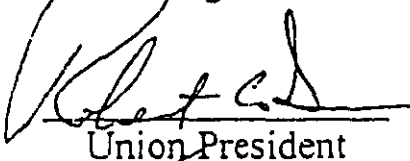
RICK NIEVES  
Secretary  
Gold Shift Steward

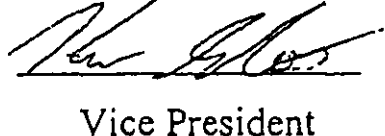
KIERAN STOUT  
Vice President

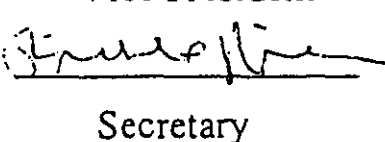
LT. FRANK RICCI  
Lieutenant Steward

PAT GILLESPIE  
Black Shift Steward

GREG DAILY  
Red Shift Steward

  
Union President

  
Vice President

  
Secretary

  
For the Village

**SERVICE  
EMPLOYEES  
INTERNATIONAL  
UNION  
LOCAL 73  
AFL-CIO, CLC  
www.seui73.cor  
MAIN OFFICE**

1165 North Clark St.,  
Suite 500  
Chicago, IL 60610-2884  
312-787-5868  
Fax: (312) 337-7768

**Appendix D**

**Fire Department Promotions**

**Section 10: General**

Promotions to the Rank of Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, HB 988, 50 ILCS 742, hereinafter referred to as the "Act". The provisions of the Village Ordinances and rules and regulations of the State Civil Service Laws shall continue to apply only to the extent they are compatible with the Act and the provisions of this Agreement. In the event 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. A copy of the Act is attached as Appendix E of this agreement. 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.

**Section 15: Eligibility**

Eligibility for examination to the Rank of Lieutenant shall be made from employees in the next lower rank who have at least 36 months of seniority in the Carpentersville Fire Department.

**Section 20: Vacancies**

This Article applies to promotions to vacancies in the ranks of Lieutenant. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and 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 promotion 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. In such event, the candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

**Maintenance of Promotional Lists:**

Final eligibility lists shall be effective for a period of 2 years and a maximum of three years. The Employer shall take all necessary steps to ensure that the Village of

## SEIU LOCAL 73 CARPENTERSVILLE PROFESSIONAL FIREFIGHTERS

Carpentersville and the Board of Police and Fire Commissioners maintain in effect current eligibility lists so that promotional vacancies are filled.

### Section 30: 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:

	<u>% Weight</u>
1. Written Exam	50 points
2. Seniority	5 points
3. Ascertained Merit	10 points
4. Subjective Component	35 points

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

### Test Components:

#### Section 35: Written Examination

The written test will be administered after the awarding and posting of points on every other component. The written examination shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. As per the Act all materials used for the written exam must be made available to all employees eligible no less than 90 days prior to the exam. Any and all test questions used for testing purposes must be the same and uniformly applied to every candidate. Written exams shall be selected from an outside testing company.

#### Scoring of Components:

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce total of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to lowest total points scored on all test components. Such ranking shall constitute the preliminary promotional list.

SEIU LOCAL 73 CARPENTERSVILLE PROFESSIONAL FIREFIGHTERS

**Section 40: Seniority Points**

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

36-59 Months	1 point
60-119 Months	2 points
120-179 Months	3 points
180-239 Months	4 points
240-(+) Months	5 points

**Section 45: Ascertained Merit**

The Candidate can receive a total not to exceed 10 (ten) point for items listed below. Areas that will receive credit for Ascertained Merit are as follows:

<u>Lieutenant:</u>	<u>Points:</u>
Instructor Level I	1
Tactics & Strategies I	1
Fire Service Management I	1
Fire Service Management II	1
60 Semester hours and/or Associates Degree	2
Bachelors Degree	3
Fire Prevention Principals	1
<hr/>	
<b>TOTAL</b>	<b>10 Points</b>

Ascertained Merit shall be a cumulative point total and shall not exceed a total of 10 points.

**Section 50: Subjective Evaluations**

A Subjective Evaluation shall be part of the promotional process and consist of an Oral Interview, Assessment Center, and Chiefs Points. A panel that includes the Fire and Police Board of Commissioner shall conduct the interview, one (1) Representative of the Fire Administration as appointed by the Fire Chief, and one (1) Representative for the Union as appointed by the Union Executive Board. This same panel will conduct the interviews for all candidates. All questions will be job related and will be the same and applied uniformly to all candidates. In the event of the absence of any one member of the panel, the interviews shall be rescheduled. The Union and the Village shall employ the

SEIU LOCAL 73 CARPENTERSVILLE PROFESSIONAL FIREFIGHTERS

services of mutually agreed upon third party testing service for the purpose of conducting the assessment center. A weighted value of (35) thirty-five points shall apply to the subjective assessment, (20) twenty points from the assessment center, (10) ten points for the oral interview, and (5) five points from the Chief's points. If any member becomes incapacitated or unable to fulfill their obligation to the Oral Interview process, then their points shall not be counted for any candidate.

Section 60: Right to Review

The Union or any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotional list, or veteran's preference shall be entitled to a review of the matter by the appointing authority. Any disputes as to matters may be resolved and remedied by filing a grievance as provided in Article XVIII of this agreement or as otherwise provided by law. A grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test other than the accuracy of the numerical computations of the points awarded.

\*This is a Draft and the Union expressly reserves the rights to alter and/or modify the contents.

This Amendment is agreed to on January 25th 2006  
DATE

For the Village

Ray G. Ademan  
Signature and Title VILLAGE MANAGER  
02-08-06

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Signature and Title

For the Union

Robert C. D. (President)  
Signature and Title

Jim [Signature] (Vice-President)  
Signature and Title

St. Frank [Signature]  
Signature and Title