



INSTRUCTIONS: (1) Print your name in all blanks; (2) sign the agreement; (3) have someone witness your signature; (4) submit Agreement with your application. DO NOT DATE THE AGREEMENT.

**PRE-EMPLOYMENT AGREEMENT
CARBONDALE FIRE DEPARTMENT**

This Agreement is entered into on the date shown below between _____
and the City of Carbondale, Illinois (hereinafter referred to as CITY).

WITNESSETH

WHEREAS, _____ has expressed interest in becoming a fire fighter in the Carbondale Fire Department; and

WHEREAS, _____ understands that, should he/she be hired as a Firefighter in the Carbondale Fire Department, the CITY will incur various expenses, including but not limited to costs of administering tests and conducting interviews; costs of performing background investigations; costs of medical, psychiatric, drug screening, and other employment-related examinations; costs of providing uniforms and equipment; costs for training sessions conducted by Carbondale Fire Department personnel and staff at a basic fire fighting training facility; and, salary paid to Firefighters during their training; and

WHEREAS, the CITY is willing to assume the various costs associated with the examination, interviewing, and investigation of prospective Firefighters and the provision of uniforms and equipment, training, and salary during training for newly-hired Firefighters, provided the CITY receives a commitment from an applicant that he or she will remain in the Carbondale Fire Department for a minimum period of thirty-six (36) months; and

WHEREAS, the CITY seeks to have well-trained Firefighters on the Carbondale Fire Department; and

WHEREAS, _____ understands and acknowledges that, should he/she be hired as a Firefighter for the Carbondale Fire Department, he/she will be expected to remain in the employment of the CITY for a minimum of thirty-six (36) months or else reimburse the CITY for the expenses incurred by the CITY in testing, interviewing, equipping, and training him/her.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained hereinbelow, the parties do freely and voluntarily enter into this Agreement.

SECTION 1.

The recitals stated above are incorporated herein as part of this Agreement.

SECTION 2.

The City agrees:

- (a) to consider _____ for employment as a Firefighter for the Carbondale Fire Department;
- (b) to administer various examinations in order to determine whether _____ is an appropriate candidate for employment as a Firefighter for the Carbondale Fire Department;
- (c) to provide initial uniforms and equipment;
- (d) to provide such training and instruction as the CITY, in its sole discretion, deems appropriate; and
- (e) to pay _____ his/her full wages during any period in which he/she is being trained.

SECTION 3.

_____ agrees that should he/she be hired as a Firefighter for the Carbondale Fire Department he/she will remain in the employment of the CITY as a Firefighter for a minimum of thirty-six (36) months from the date of hire has elapsed, he/she will reimburse the CITY for any and all costs incurred as enumerated in Section 4 below at the following rate:

- (a) 100%, if resignation is prior to twenty-four (24) months having elapsed from date of hire;
- (b) 50%, if resignation occurs prior to the time thirty-six (36) months, but more than twenty-four (24) months have elapsed.

SECTION 4.

Schedule of costs to be incurred by CITY:

- (a) Administration of written and physical agility examination
- (b) Interviews
- (c) Background Investigation
- (d) Medical, Psychiatric, Drug-screening and Other Employment-Related Examinations
- (e) Uniforms and Equipment issued by City
- (f) Basic Firefighter Training Facility
- (g) Salary paid during Field Training Sessions and Basic Firefighter Training

SECTION 5.

This Agreement shall terminate after the completion of thirty-six (36) months from the date of hire.

SECTION 6.

_____ understands that employment with the Carbondale Fire Department is contingent upon his/her completion of a probationary period of twelve (12) months and continued performance to the satisfaction of the Carbondale Fire Department. Nothing contained herein shall be construed as a promise or agreement by either the Carbondale Fire Department or the CITY to retain as a Fire fighter for the Carbondale Fire Department for thirty-six (36) months or any portion thereof.

SECTION 7.

The CITY and the Carbondale Fire Department does not, by this Agreement, waive any of the rights, privileges, or prerogatives they possess pursuant to Rules of the Board of Fire and Police Commission, the Rules and Regulations of the Carbondale Fire Department, and the labor Agreement between the CITY and the International Association of Fire fighters, Local No. 1961, now in effect or as may be altered or modified in the future.

SECTION 8.

_____ agrees that, should it become necessary for the CITY to file suit in order to collect the costs as enumerated in Section 4 above, he/she will pay all costs of said suit, including reasonable attorney's fees and all interest allowed at the legal rate on the amount which is owned.

SECTION 9.

_____ agrees that the CITY shall retain any money from my paycheck, including but not limited to payment for any unused vacation, sick leave, and compensatory time, to satisfy, either in full or in part, payment of the costs enumerated in Section 4 above. _____ authorizes the CITY to retain monies from my paycheck to satisfy these payments. _____ agrees that the retainage authorized by this section shall not operate to waive the right of the CITY to commence legal proceedings against me to recoup any outstanding balance.

SECTION 10.

_____ acknowledges that he/she has examined this Agreement that he/she has read and understands this Agreement, and he/she has the right to consult an attorney prior to entering this Agreement.

SECTION 11.

Any notice that may be required by this Agreement shall be sent to the parties at the addresses below:

_____	Kevin Baity, City Manager
Applicants Name	
_____	P.O. Box 2047
Applicants Address	
_____	Carbondale, IL 62902-2047
City and State	

SECTION 12.

The invalidity of any portion of this Agreement will not and shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION 13.

No modification of this Agreement shall be binding unless evidenced in writing and signed by both parties.

SECTION 14.

The CITY agrees that it will not seek any of the costs enumerated in Section 4 above should the CITY terminate or discharge _____ from the Carbondale Fire Department.

_____	_____
Applicants Signature	Kevin Baity, City Manager
Witnessed: _____	Attest: _____
	Jennifer Sorrell, City Clerk
	Date of hire: _____