

MEMORANDUM OF AGREEMENT

BETWEEN

VILLAGE OF CARPENTERSVILLE

AND

**SEIU LOCAL 73
(Public Works)**

MAY 1, 2007 – APRIL 30, 2011

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MEMORANDUM OF AGREEMENT

BETWEEN

VILLAGE OF CARPENTERSVILLE

AND

SEIU LOCAL 73

PREAMBLE

THIS MEMORANDUM OF AGREEMENT entered into by and between the VILLAGE OF CARPENTERSVILLE, ILLINOIS (hereinafter referred to as the "Village") and the SEIU LOCAL 73 (hereinafter referred to as the "Union") has as its basic purpose the promotion of harmonious relations between the Village and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Memorandum of Agreement, the Village and the Union do mutually promise and agree as follows:

ARTICLE I
MANAGEMENT RIGHTS

The Village shall retain the sole right and authority to operate and direct the affairs of the Village and its Departments 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 specifically limited by the express provisions of 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 meet and confer with employees directly, either individually or collectively to the extent permitted by law; to direct, assign, or reassign the working forces or any individual therein; to assign overtime; to plan, direct, control, and determine the operations or services to be conducted by the 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; to change or eliminate existing methods, equipment or facilities; to hire, promote, or demote employees, and to suspend, discipline or discharge employees for just cause; to relieve employees due to lack of work, shortage of budgeted funds, or for other reasons; and to make, alter and enforce reasonable rules and regulations, provided any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE II
RECOGNITION

The Village recognizes the Union for purposes of this Agreement as the sole and exclusive bargaining agent for full-time employees in positions included in the wage schedules for the purpose of collective bargaining with respect to wages, hours, and conditions of employment.

ARTICLE III
CHECKOFF

Section 3.1. Dues Checkoff The Village agrees to deduct the Union membership dues bi-weekly 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 recoverable 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, which will be considered the regular monthly fees 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.

BY

Last Name	First Name	Middle Name
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TO _____

EFFECTIVE _____
Date

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

Signature

Section 3.3. 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. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Section 3.4. Fair Share. During the term of this Agreement, subject to the provisions of this section, non-probationary employees who are not members of the Union shall, commencing seven (7) days after the effective date of this Agreement or seven (7) days after the successful completion of their probationary period, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided said fair share fees shall not exceed eighty-five percent (85%) of the regular monthly dues charged to members of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as dues payments. The Union periodically shall submit to the Village a list of the employees covered by this Agreement who are not members of the Union and an affidavit, which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee should be uniform for each employee subject to the obligation to pay a fair share fee. The Union may change the fixed uniform dollar amount that will be considered the regular

monthly fair share fee once each calendar 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 the fair share fee.

The Union agrees to assume complete responsibility for insuring full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

2. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee. The procedure established by the Illinois State Labor Relations Board is hereby declared to be the preferred procedure for resolution of fair share fee objections.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious

charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

ARTICLE IV
FRINGE BENEFITS

Section 4.1. Sick Leave. Sick leave shall be granted to an employee who contracts or incurs an illness or disability (other than on-the-job disability, except as provided below) which renders such employees unable to perform the duties of his employment or other work offered to the employee by the Village. Sick leave benefits shall be paid for absences due to pregnancy disability in the same manner they are paid for other disabilities.

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 cooperate fully with medical advice and/or corrective therapy; or when reasonable and required medical documentation is not provided certifying to the nature and specific days of sickness.

Beginning the first full month of this agreement, employees shall accumulate sick leave at the rate of one day per month. If a pattern of abuse can be established, an employee who uses sick leave immediately before or after a scheduled day off shall not accrue a sick day for that month. For the purposes of this section a pattern of abuse shall include but may not be limited to a total of three or more unexcused absences that

occurs before or after a holiday, scheduled day off or three (3) Mondays or three (3) Fridays within a six-month period. If said pattern occurs, the Village reserves the right to impose discipline.

Employees may accumulate sick leave days to a maximum of 300 days.

An employee shall notify his immediate supervisor of an illness in accordance with procedures in effect at that time as soon as possible, but not less than fifteen (15) minutes prior to the time the employee is scheduled to report for work.

The Village may reasonably require medical evidence of an illness at any time. The Village may require the employee to report to a physician selected by the Village to secure a medical certification of illness from the employer's physician. When an employee is required to provide medical certification from the Village's physician, the costs of same 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 construed to be a privilege; they are a fringe benefit, which will be allowed only in case of the actual sickness or disability of the employee.

An employee who leaves the service of the Village shall forfeit all sick leave benefits, except as otherwise provided by law. 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 the employee's regular, straight-time hourly rate of pay for eight (8) hours for each full regularly scheduled working day missed due

to approved absence, and on an hourly basis for each full hour missed in the case of partial days of approved absence.

The first three (3) days of an absence due to an on-the-job injury initially shall be charged to available sick leave, at the request of the employee. In the event that the employee receives statutory workers' compensation payments covering those three (3) days, the employee shall sign over to the Village that portion of his workers' compensation benefits that is attributable to those three (3) days, and the charged sick leave shall be re-credited to the employee's account.

Section 4.2. Attendance Incentive. Employees who do not lose time as a result of an illness (except use of approved personal days), service connected disability which lasts under 14 days, or suspension for the period May 1 to October 31 shall receive a reimbursement of \$250. An employee who does not lose such time for the period November 1 through April 30 shall receive \$250. Attendance incentive paychecks shall be issued as separate checks no later than the second payday after October 31 and April 30, respectively.

Section 4.3. Vacation Leave. The vacation year runs from January 1 through December 31 of each year. Eligible employees shall be entitled to annual vacation leave with pay as follows:

<u>Years of Continuous Service</u>	<u>Length of Leave</u>
At least 1 but less than 5	80 hours
At least 5 but less than 10	120 hours
At least 10 but less than 20	160 hours
At least 20	200 hours

Years of continuous service in the above table are measured as of the employee's anniversary date. In order to be eligible for vacation leave with pay, an employee must, as of his anniversary date, have at least one (1) year of continuous service. In transition years (e.g., in a year when an employee's vacation leave entitlement is increased from two (2) weeks to three (3) weeks), the additional week of vacation may not be taken until after the employee's anniversary date.

Vacations will be scheduled under a calendar plan with the approval of the Superintendent. On the beginning of each calendar year, calendars will be posted for each division for selection of vacation dates. Subject to the needs of the Village, seniority will be the basis for determining vacation dates until March 1 of each year. After March 1, vacation selection will be made without regard to seniority. All vacations are subject to approval of the Superintendent. Within each division (Underground Utilities, Water Facility, Waste Water Facilities, and Streets), the Village guarantees at least one (1) vacation slot per division shall be available each week. Vacations will not be unreasonably denied.

Vacations normally should be taken in increments of at least one (1) week each, except that an employee may request and be granted approval from his supervisor

(normally, the Division Superintendent) to take vacation time in lesser increments. Except in circumstances not reasonably foreseeable by the employee, a request to take vacation at times other than as selected in accordance with the calendar plan set forth above must be submitted to the Division Superintendent no later than two (2) working days in advance of the time that the employee seeks to begin the requested vacation increment. Vacation requests submitted in accordance with this paragraph will not be unreasonably denied.

Allowances for vacation pay shall be in addition to any recognized holidays, which may fall during an employee's vacation period. Vacation time earned during one (1) year must be taken during the following year unless written permission is obtained from the Superintendent and the Village Manager to carry not to exceed one (1) week of vacation time over the next succeeding year. Such request must be submitted in writing prior to October 1 of the vacation year.

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 has given the Village two (2) weeks notice. An employee who is discharged after a minimum of one (1) year of service shall receive compensation for unused vacation time accumulated. Current vacation time will be converted from days to hours and future vacation time shall be calculated as hours.

Section 4.4. Emergency Leave. For purposes of this section, an emergency is a sudden urgent and unforeseen occurrence requiring immediate action of the employee. Emergency leave will be limited to five (5) non-verifiable occurrences per contract year.

Emergency leave can be taken in 1-hour increments but must start at either the beginning or the end of a shift. To request emergency leave, the employee must contact the Division Superintendent as soon as possible but not less than 15 minutes prior to the time the employee is scheduled to report to work. If the emergency leave is approved, the employee will be permitted to use unused vacation time, compensatory time or take leave without pay, or if approved by the Division Superintendent, the employee will be permitted to make up the time at a later date. Employees abusing or providing false information shall be subject to disciplinary action.

Section 4.4.1. Funeral Leave. A maximum of five (5) days funeral leave with pay will be allowed an employee to attend the funeral of the employee's wife, husband or natural, step or adopted child. A maximum of three (3) days shall be permitted with pay to attend the funeral of the employee's mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparent, stepsibling, grandparent or grandchild. A period of two (2) weeks' recuperation in case of death of spouse or child will be allowed; such recuperation time to start after five (5) days' paid funeral leave. This is optional and will be taken without pay unless the employee elects to take his/her recuperation time as vacation time, if available. An employee will be allowed one (1) day off with pay for serving as a pallbearer of an employee or retired or disabled employee.

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. All employees are allowed the following holidays with pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, the day before Christmas Day, Christmas Day, and the employee's birthday.

When a holiday falls on Sunday, it shall be observed on the following Monday, and when a holiday falls on Saturday, it shall be observed on the preceding Friday. Employees working a holiday (the day that the holiday is observed only) will receive overtime at double time for up to eight hours worked on a holiday and double time for hours worked in excess of eight on a holiday, plus regular holiday pay, except for the employee's birthday, which shall be taken off. In order to receive holiday pay, an employee must work the last scheduled day before and the first scheduled day after a holiday.

Section 4.7. Health and Hospitalization 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. Employees shall pay the following percentages of the Village's Cost of insurance for the class of coverage elected.

February 1, 2008	July 1, 2008	July 1, 2009	July 1, 2010
9% of Village Cost	10% of Village Cost	11% of Village Cost	12% of Village Cost

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 Flex Plan. Cost shall be based on the premium quote or projected annual cost provided by the Village's risk pool, 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.

Section 4.8. Retirement Pay. Upon the retirement of an employee with 20 years or more service, the Village will pay \$2,100.00. In addition, upon retirement or death or resignation after 15 years of service and leaving in good standing, the Village will pay an employee or his estate 25% of the accumulated sick leave in excess of 120 (8-hour) days at the employee's regular straight time rate of pay as of retirement, death or resignation provided that pay for accumulated sick leave shall not exceed thirty (30) 8-hour days of pay.

Section 4.9. Longevity. Each employee will receive longevity pay on December 1 of each year at the rate of \$40 for each year of service, up to a maximum of 20 years.

Section 4.10. Foul Weather Gear. The Village shall furnish each employee with foul weather gear such as rain jacket, rain helmet and boots. The nature and extent of the foul weather gear provided in each case shall be within the discretion of the Village. This gear will be replaced if damaged while at work.

Section 4.11. Work Clothes. The work uniform for employees covered by this Agreement shall be solid blue cotton work shirt and pants and work boots. Orange safety shirts or vests shall be worn as appropriate. Blaze green vests shall be worn whenever an employee is assigned to flagger detail. Employees shall be obligated to purchase sufficient work clothing to enable them to report for work each day dressed for work in the approved uniform.

It is agreed that the Village has the right to publish reasonable regulations establishing specifications for uniforms required to be worn by employees in order to conform to the provisions of this Section. Employees shall receive the following clothing allowance, which is payable May 1st of each contract year.

\$350.00 May 1, 2007 - April 30, 2011

New hires will be prorated for that portion of the year worked.

Section 4.12. Tuition.

The Village will pay for tuition and other approved class fees for all courses recommended by the divisional superintendent and approved by the department head as being directly job related. All requests for such payment shall be made prior to registration for the class. The Superintendent may deny approval of the course if the course is not cost effective. If employees do not receive a "C" or better, the employee shall reimburse the Village for money advanced, provided such a reimbursement

request is made within six (6) months of completing the course. The employee is required to report grades to the Village as soon as possible.

An employee will be required to authorize deductions from his pay for all costs paid by the Village if the employee fails to complete the course or fails to earn a "C" or better. All books purchased by the Village will become the property of the Village.

Section 4.13. Replacement of Personal Property. The Village will reimburse an employee in the following amounts for personal property lost or damaged while on duty:

1. Watch - \$60.00.
2. Eye glasses - \$200.00.
3. Contact lenses - \$100.00 per lens
4. Dentures or partials to be replaced or repaired by the Village.
5. Cell phone – repair or replace up to \$100.00 if damaged on Village business.

The Village may deny reimbursement if there is a pattern of abuse, such as three or more requests in a one-year period unless the employee provides just cause for the loss.

Section 4.14. Licenses.

For any employee who is required by the Village to obtain and maintain a federal Commercial Driver's License, the Village will reimburse the employee for the difference between the fee he paid to obtain or renew his Commercial Driver's License and the fee he paid to obtain or renew his Illinois Driver's License. Employees shall be allowed

reasonable time during working hours to undergo required CDL testing. Such employees shall provide proof of the required test and reasonable notice to the employee's supervisor for scheduling purposes.

All persons who work in the Streets and Underground Divisions must obtain a Class A CDL. Employees who were hired prior to May 1, 2001 may be required to test for a class A CDL quarterly until they obtain one, and to maintain it thereafter, however, these grandfathered employees will not be disciplined for failure to pass the test.

All employees who must have licenses or legal authority to perform any of their job duties must maintain such license(s) and/or authority. Any employee whose CDL is suspended or revoked, or who does not have the license(s) and/or authority to perform any of his job duties must immediately notify the Director of Public Works or the Public Works Supervisor. An Employee that fails to immediately provide such notification shall be terminated.

An Employee who gives proper notice will have up to sixty (60) consecutive days thereafter to reinstate his CDL or obtain the license(s) and/or legal authority to perform any and all of his job duties. During the sixty (60) day period the Village may, but is not required to, assign the Employee to other duties. Unless the Employee is assigned to other duties, the sixty (60) day period will be unpaid (although the Employee may elect to utilize accumulated vacation or compensatory time). If the Employee has not reinstated his CDL or obtained the license(s) and/or legal authority to perform any and all of his job duties by the end of the sixty (60) day period his employment will be

terminated. The sixty (60) day period will be extended an additional thirty (30) days if during the sixty (60) day period, the employee provides written proof that he is pursuing reinstatement with the Secretary of State.

Section 4.15. Compensatory Time. The parties agree an employee may elect to receive compensatory time off for overtime hours earned under the following conditions. A maximum of forty (40) hours per year of standby compensatory time off may be designated by the employee to be placed in the compensatory time bank. A minimum of forty-eight (48) hours advance notice to the division superintendent must be provided by the employee for use of such compensatory time off and prior approval of the division superintendent must be obtained. A maximum of forty (40) hours of compensatory time off may be carried forward from one year to the next. Employees may not have more than forty (40) hours of compensatory time in their bank at any time. Any compensatory time that is in an employee's compensatory time bank as of April 30th of each year shall be paid in May of the same year at the pay rate in effect at which the compensatory time was earned.

Section 4.16. Personal Days. Each employee covered under this contract shall be entitled to three (3) personal days off with pay per contract year. Except in an emergency, an employee intending to take a personal day must give notice to the division superintendent of such intent at least forty-eight (48) hours prior to the beginning of the shift that he proposes 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 serve basis. A request to take a personal day shall not be arbitrarily denied. Personal days may not be aggregated from year to year.

Section 4.17. Termination of Leave

Nothing contained herein requires the Village to hold a position open for an employee or to reinstate the employee if the employee does not return to regular unrestricted full-time active duty after paid leave (excluding workers compensation benefits), donated leave, FMLA leave and/or military leave is exhausted, at which time his employment will terminate.

**ARTICLE V
HOURS OF WORK**

Section 5.1. Application of this Article. This Article is intended to define the normal hours of work and provide the basis for the calculation and payment of overtime and shall not be construed as a guarantee of hours per day or per week, or a guarantee of days of work per week.

Section 5.2. Normal Workweek. The normal workweek shall consist of five (5) days of eight (8) hours each, Monday thru Friday from 7:00 a.m. - 3:00 p.m. Should it be necessary for the Village to establish a daily or weekly work schedule departing from the normal workday or normal workweek, the Village shall, where practicable, give at least thirty (30) days notice, except in an emergency situation, to the employee or employees to be affected.

Section 5.3. Current Starting Times. Except in an emergency, one week's notice shall, where practicable, be given to all employees affected by changes in starting time prior to the change's taking effect. The current starting time for most employees covered by this Agreement is 7:00 a.m. Individual employees may have other starting times.

Section 5.4. Overtime. Overtime at the rate of one and one-half (1-1/2) times his regular hourly rate of pay shall be paid to an employee for all hours worked in excess of forty (40) hours in a workweek. Holidays for which an employee is eligible to receive holiday pay and vacation days count as hours worked (eight (8) hours each) for purposes of determining overtime eligibility. Overtime is to be worked only at the direction or with the approval of superintendent. Employees will not be required to work more than sixteen (16) consecutive hours in any 24-hour period except in an emergency.

Section 5.5. Call Time. Any employee called to work outside his regularly scheduled working hours shall receive a minimum of two (2) hours' work or pay at the rate of one and one-half (1-1/2) times his regular hourly rate. All time actually worked in excess of two (2) hours shall be compensated at the rates of time and one-half the employee's regular hourly rate, except that an employee will not be paid on an overtime basis for work performed during the employee's regularly scheduled working hours.

When an employee is called out under this Section and works less than the full two (2) hours for which pay is guaranteed, a subsequent call out of the employee during that two hour period shall be treated as being part of the initial call out. Accordingly, the employee is required to remain at home or another location specified by the employer (but within the response time specified in Section 5.6) for the remaining part of the two-hour period so as to facilitate any recall to work that may be made during that period.

Section 5.6. Standby. Employees on standby shall be provided with pager units. Any employee put on a standby basis during any time other than his regularly scheduled shift shall receive one (1) hour's pay at his regular hourly rate for each eight

(8) hour period of standby time accumulated. Pay for standby time shall be paid on the first regular payday that it is practicable to do so after such time has been accrued. If an employee is called out while on standby, the hours for which such employee is paid at overtime pay will be calculated in the accumulation of standby time. Standby shall be assigned on a rotating basis within classification in each division. The Village shall have the right to make reasonable rules as to response time for employees on standby status and to enforce said rules in a reasonable manner. In the event that the Village shall cancel, for the purpose of snow plowing operations only, the standby notification prior to 11:30 p.m., the employee shall receive one-hour's pay at his regular hourly rate.

Section 5.7. Coffee Break.

In lieu of a 15-minute break in the morning and a 15-minute break in the afternoon, employees shall be provided with a 30 minute paid lunch (except in emergencies) and shall be permitted to leave work at 3:00 p.m. rather than 3:30 p.m. Employees are required to be working at the work site at the start and the end of the break (i.e. travel to the lunch room or store is to be done on break time).

Section 5.8. Clean-Up Time. Employees shall be granted a clean-up period of ten (10) minutes at the end of each shift, provided that more time will be granted on exceptionally dirty jobs. Such clean-up time shall be for personal clean up. Additional equipment clean-up time shall be permitted as necessary.

Section 5.9. No Pyramiding. There shall be no pyramiding of overtime or premium pay under any provision of this Agreement.

Section 5.10. Shift Premium. An employee working non-overtime hours in excess of (before or after) his regular shift hours shall be paid a shift premium of five (5)

percent of his regular straight-time hourly rate of pay for all hours worked during that period. The shift premium shall not apply to hours for which the employee is paid overtime.

Section 5.11. Distribution of Overtime.

- (a) Opportunity to work overtime will be distributed as equally as practicable among employees within a division (e.g., Streets, Underground Utilities, Water Facility and Waste Water Facilities). Where employees from outside the division are called into supplement division employees in performing over-time work, every effort will be made to distribute such overtime opportunities as equally as practicable; provided, however, that this shall not apply to overtime work of a particular kind (e.g., snow removal) which is regularly assigned to an employee from outside the division on the same basis as employees from inside the division. Offered overtime not worked due to refusals and instances of no contact (after the second instance of no contact during any contract year) will be considered as worked for the purpose of determining eligibility for overtime opportunities. A record of overtime hours worked and/or refused by each employee shall be maintained by the Village, and shall be posted and updated regularly. In any dispute over whether a refusal occurred, or whether an attempt was made to contact the employee, the supervisor or other contacting party's regular and properly maintained business record shall be dispositive. If an employee establishes that he has not received his fair share of overtime

- opportunities, he shall have first preference to future weekly overtime work for which he is qualified until a reasonable balance is restored.
- (b) Overtime initially shall be voluntary, except in emergencies, if there is an insufficient number of volunteers to perform the overtime work involved, however, the Village may require employees to work reasonable overtime.
 - (c) It is understood and agreed that overtime call-outs of Village employees sometimes are made by authorities or agencies other than the Village itself, and that such authorities or agencies are not necessarily bound by this overtime distribution provision. When such call-outs occur, it shall be the employee's duty in each case to respond as requested, with the understanding that any overtime distribution imbalance will be restored pursuant to subsection (a) above.

Section 5.12. Working in Confined Spaces. It is agreed that the Village policy regarding working in confined spaces shall apply and be enforced for the term of this Agreement, unless that policy is required to be modified by court order or by application of regulations of a government agency having jurisdiction over the Village and responsible for the enforcement of federal or state laws regulating working conditions and/or occupational safety and health. In particular, it is agreed that that portion of the policy requiring that the "buddy system" be adhered to when entering lift stations shall be strictly enforced.

Section 5.13. Union Business.

Employees shall not be permitted to interrupt work or leave their work site to conduct Union Business on working time except to meet with management at pre-

approved times and to fulfill Weingarten responsibilities. The parties will bargain with regard to time spent in negotiations at the start of negotiations for a new contract.

ARTICLE VI SENIORITY AND LAYOFF

Section 6.1. Definition of Seniority. Seniority as used herein shall mean an employee's length of continuous Service with the Village. An employee's seniority shall date from his date of hire, but an employee shall not be credited with seniority until the successful completion of his probationary period.

Section 6.2. Probationary Employees. All new employees, including rehired employees, shall be considered as probationary employees and must successfully complete a probationary period. Each newly hired or rehired employee becomes a probationary employee upon the date of his commencing work and remains a probationary employee until he has successfully completed six (6) months of employment from said date. For purposes of this Section, an "employee" is a member of the bargaining unit specified in Article II of this Agreement.

The probationary periods required above represent a total cumulative service time and they may be adjusted upward so as to properly allow for any authorized leaves of absence or other approved breaks in service. However, should any such leave of absence or break in service be greater than one (1) month, the Village may require that the entire probationary period be restarted at the time the employee returns to work.

During the probationary period, the probationary employee shall not acquire seniority and may be disciplined, discharged, laid off, or otherwise dismissed at the sole

discretion of the Village, and neither the reason for nor the disciplinary action, discharge, layoff, or dismissal may be the subject of a grievance.

An employee shall receive seniority at the end of his probationary period and it shall be credited retroactively to the date of employment, less any adjustments.

Section 6.3. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is absent for three (3) consecutive working days without notifying the Village; or
- (d) is laid off and fails to report for work within fourteen (14) calendar days after written notice recalling him has been sent by certified mail to his last known address; or
- (e) does not report for work within three (3) working days after the termination of an authorized leave of absence; or
- (f) is laid off for a period in excess of one (1) year or a period equal to his seniority, whichever is less; or
- (g) retires.

Section 6.4. On-The-Job Injury. If an employee covered by this Agreement is injured while in the performance of his duty, he shall be entitled to return within fifteen (15) months of the injury to the department in which he was employed when he was injured, with full seniority rights, provided he is physically qualified to return to work. When he returns, other employees moved up because of his absence will be subject to demotion or layoff, as may be necessary or appropriate under the circumstances.

Section 6.5. Layoffs. Should it become necessary to lay off an employee on account of a reduction in forces, the Employer shall give that employee two (2) weeks' advance notice or pay in lieu thereof. If, thereafter, a vacancy occurs, laid off employees shall be offered the opportunity to fill the vacancy in each case that the Village deems the employees to be qualified for the position. The opportunity to fill vacancies under this Section shall be afforded to laid off employees prior to the posting of vacancies under Section 8.4.

Layoffs on account of reductions in force shall be made in the inverse order of seniority among the employees in the Public Works Department, provided that the Village may retain current employees in positions, which require a certificate or license. An employee recalled to work within six (6) months of his date of layoff to perform work for which the Village deems him to be qualified under this Section shall be reinstated with their original seniority date which has been adjusted to reflect full seniority credit for time of continuous service prior to the layoff.

Section 6.6. Voluntary Early Retirement Incentive Programs

During the term of the Agreement, the Village may institute a voluntary early retirement incentive program on terms to be determined by the Village. The program must be voluntary. It may provide incentives that are in addition to the wages and benefits provided by the Agreement and shall not reduce or diminish any rights under the Agreement.

**ARTICLE VII
WAGES**

Section 7.1. Wage Schedules.

<u>May 1, 2007 - April 30, 2008</u>	<u>New Hire</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>After Completing 7 Years of Service</u>
Maintenance Worker	3120	3463	3601	3957	4101	4269	4376
Group Leader		4129	4274	4442	4601		4716
Mechanic Chief Utility Facilities Operators		4269	4428	4595	4788		4908
		4475	4644	4819	5021		5146
<u>May 1, 2008 - April 30, 2009</u>		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>After Completing 7 Years of Service</u>
Maintenance Worker		3229	3727	4095	4244	4419	4640
Group Leader		4273	4423	4598	4762		5000
Mechanic Chief Utility Facilities Operators		4419	4583	4756	4955		5203
		4632	4807	4988	5197		5456
<u>May 1, 2009 - April 30, 2010</u>		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>After Completing 7 Years of Service</u>
Maintenance Worker		3342	3857	4239	4393	4573	4802
Group Leader		4423	4578	4759	4928		5175
Mechanic Chief Utility Facilities Operators		4573	4743	4923	5129		5385
		4794	4975	5162	5378		5647
<u>May 1, 2010 - April 30, 2011</u>		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>After Completing 7 Years of Service</u>
Maintenance Worker		3476	4012	4408	4568	4756	4994
Group Leader		4600	4761	4949	5126		5382
Mechanic Chief Utility Facilities Operators		4756	4933	5120	5334		5601
		4986	5174	5369	5594		5873

Employees may be hired to any of the above pay range steps.

During the period of May 1, 2007 through April 30, 2008, Employees in the position of Public Works Maintenance Man will advance to the next higher step at the end of six (6) months of satisfactory service and to the next higher step after that at the end of one (1) year of satisfactory service, provided in each case that there is a higher step to which the employee can move. At the end of two (2) years of satisfactory service, the employee will advance to the next higher step after that, provided that there is a higher step to which the employee can move. At the end of three (3) years of satisfactory service, the employee will advance to the next higher step after that, provided that there is a higher step to which the employee can move. In all cases, advancement to the top step requires the recommendation of the Public Works Director or Public Works Supervisor and the approval of the Village Manager.

On and after May 1, 2008, Employees in the position of Public Works Maintenance Man will advance to the next higher step at the end of one (1) year of satisfactory service, provided in each case that there is a higher step to which the employee can move. At the end of two (2) years of satisfactory service, the employee will advance to the next higher step after that, provided that there is a higher step to which the employee can move. At the end of three (3) years of satisfactory service, the employee will advance to the next higher step after that, provided that there is a higher step to which the employee can move. In all cases, advancement to the top step requires the recommendation of the Public Works Director or Public Works Supervisor and the approval of the Village Manager.

Employees in all other positions will advance to the next higher step after each year of satisfactory service, provided in each case that there is a higher step to which the employee can move. Advancement to the top step requires the recommendation of the Public Works Director or Public Works Supervisor and the approval of the Village Manager.

Section 7.2. Working Out of Classification. An employee who is assigned to fill in temporarily at a higher rate of pay as assigned by the Superintendent or his designee in the absence of the regular incumbent's position shall be paid at the applicable hourly rate of the incumbent's position for work performed in that position in excess of four (4) hours per assignment.

Section 7.3. Certification Pay. Certification pay will be provided on the following terms during each year of the May 1, 2007 – April 30, 2011 contract term. Employees who maintain a valid EPA Operator certification throughout the entire year and who work throughout the year in the division for which the certification is awarded will be paid an additional four hundred (\$400.00) dollars per year. Certification pay will not be duplicated or pyramided. A maximum of one (1) certification will be paid for per year. Certification pay will be paid out in 26 pay periods during each year of the contract in which it is in effect (i.e., maximum payment of \$400.00 per year per employee), not in one lump sum.

Section 7.4. Lab Tech. The Village may develop a lab tech position. The Village determines job duties in its discretion. The Village will negotiate the wage rate with the Union.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1. Pledge Against Discrimination and Coercion. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliations, or Union membership. The Union shall cooperate with the Village in applying this provision of the Agreement.

The Village and the Union agree not to interfere with the rights of the employees to become members of the Union or not to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Village against any employee because of the Union membership or non-membership, or because of any lawful and appropriate employee activity 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 without discrimination, interference, restraint, or coercion.

Section 8.2. Discharge. Discharges for non-probationary employees shall be for just cause. Prior to being discharged, an employee will be suspended for up to five (5) working days and will be notified in writing that he has been suspended subject to discharge. During this five (5) day period, the Village will act to affirm, revoke, or modify the suspension, or to convert it to a discharge. If the suspension is revoked, or if the employee's suspension or discharge is subsequently found to be without just cause, the employee will be reinstated with full back pay (for regular working hours and holiday pay lost and for overtime pay lost as provided below) at the employee's regular hourly rate of pay, and all other rights and benefits shall be restored; provided, however, that

nothing herein shall preclude an arbitrator from reinstating an employee with partial back pay or no back pay, or from modifying the discharge penalty in any other way, if there is found to be just cause for discipline short of discharge. The Union shall have the burden of production and persuasion with respect to overtime pay lost, which shall be determined in accordance with the employee's history of accepting overtime.

Section 8.3. Rules. The Village shall have the right to make and enforce reasonable rules and regulations. When existing written rules are changed or new written rules are established, they shall be posted prominently on Union bulletin boards prior to enforcement of such rules.

The Employer further agrees to furnish each employee with a copy of any new or changed written work rule within seven (7) calendar days after it becomes effective. If the Employer decides to write up existing unwritten work rules in a compilation of work rules, a copy of the new written work rules shall be provided to each employee. A new employee shall be provided with a copy of the written rules in existence at the time of hire. Employees shall comply with all reasonable rules.

The Village shall establish reasonable work rules related to employee safety.

Section 8.4. Promotion. If a vacancy occurs or if a new position is created in a job classification covered by this Agreement and the Village decides to fill the vacancy or new position, such classification vacancy shall be posted for ten (10) days. The posted notice shall set forth the required knowledge, skills, experience and ability required for the classification. Employees may submit applications for the classification in the manner provided for by the Village. When their respective qualifications are otherwise equal, preference shall be given to an employee seeking a promotion within

the bargaining unit over an applicant who applies for the classification from outside the bargaining unit; also when their respective qualifications are otherwise equal, preference shall be given to a more senior employee applying for the promotion over a less senior employee applying for the promotion.

An employee who is promoted and who does not perform his new responsibilities in a satisfactory manner may be returned by management to his prior job classification within thirty (30) days, provided that this provision shall not prevent the Village from demoting or taking disciplinary action against the employee at any time for violation of rules or misconduct.

Section 8.5. Employee Personnel Files. Employees shall have access to personnel records and files as provided by state law. Reprimands and other records of disciplinary action contained in personnel files shall be discharged unless there is a record of discipline imposed for the same or a related offense within that two (2) year period (one (1) year for documented verbal warnings).

Section 8.6. Monitoring.

The Village may use any and all available means (other than audio) to track the whereabouts and activities of employees during the work day including but not limited to surveillance cameras, video recorders and transmitters, GPS tracking systems, vehicle speed and mileage recording systems and any other such technologies that now exist without prior notice or warning. The Village will provide ten (10) days notice and meet and confer with the Union prior to implementing any technologies that are newly developed in the future.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 9.1. Definition. A grievance is defined as a dispute or difference of opinion between an employee and the Village with respect to the meaning or application of the terms of this Memorandum, which involves, as to the grievant, an alleged violation of an express provision of this Agreement.

Section 9.2. Settlement Procedure. The following procedure will be followed to settle grievances:

Step 1. The employee shall take up the grievance orally with the employee's immediate supervisor within five (5) working days after the employee knows or reasonably should know of the incident, which gave rise to the grievance. The supervisor shall respond orally within five (5) working days.

Step 2. If the grievance has not been settled in Step 1, the grievance shall then be placed in written form and signed by the employee. Within seven (7) working days after the response of the immediate supervisor in Step 1, the employee or Union Official, with the employee's approval, shall present the grievance to the Director of Public Works or Public Works Supervisor. The Director of Public Works or Public Works Supervisor shall respond in writing within seven (7) working days.

Step 3. If the grievance is not settled in Step 2, the employee or the Union Official, with the employee's approval, may, within ten (10) working days of the employee's receipt of the Step 2 answer, file a written appeal to the Village Manager. Within ten (10) working days, the Village Manager will meet and discuss the grievance with the employee and, if the employee

so desires, the Union Steward and/or his representative and the Grievance Committee. The meeting held pursuant to this step shall be scheduled to begin during the regular working hours of Public Works Division employees (i.e., as presently scheduled, prior to 3:30 p.m.). No more than one (1) Union representative and the grievant shall be entitled to attend the meeting without loss of pay; provided, however, that under no circumstances shall any employee be entitled to overtime or premium pay as a result of attendance at such a meeting, regardless of its duration. The Village Manager shall render an answer in writing within ten (10) working days of such meeting.

Step 4. If a grievance is not settled in Step 3, the Union may, within twenty (20) working days after receipt of the written answer in Step 3, file a written appeal to arbitration to the Village Manager.

Section 9.3. Discharge Grievances. A grievance protesting the discharge of an employee shall be presented in writing at Step 2 of the settlement procedure within seven (7) working days of the discharge, bypassing the first step of the grievance procedure.

Section 9.4. Time Limits. Grievances shall be raised and settlement attempted promptly. Accordingly, in order to be considered, a grievance must be raised no later than five (5) working days after the employee knew or reasonably should have known of the event giving rise to the grievance or, in the case of discharge grievances, seven (7) working days after the discharge. If not raised 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 filed or appealed to any step of the grievance procedure, or to arbitration within the time limits set forth in Section 9.2, 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 in Section 9.2, 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 9.5. Selection of the Arbitrator. If the Union elects to appeal a grievance to arbitration pursuant to Section 9.2, Step 4, 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 American Arbitration Association to submit a panel of arbitrators, and the arbitrator shall be selected in accordance with American Arbitration Association procedures. The parties may request that all members of the arbitration panel be members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and to request a new panel, except in those cases in which all members of the panel are members of the National Academy of Arbitrators.

Section 9.6. 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 grievance shall be submitted for determination by the arbitrator except by written agreement to the contrary; provided, that if more than one grievance arose out of the same factual situation (for example, the discipline of more than one employee arising

out of the same incident) 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 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 subpoenaed or requested to be at the hearing by 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 shall be permitted to attend the hearing without loss of pay during their regular working hours, provided that under no circumstances will overtime be paid for any time spent in attendance at a hearing, and provided further that the Village may place reasonable limits on the number of employee non-witnesses in attendance so as to be capable of meeting operational and public service requirements.

Section 9.7. 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 contrary to or inconsistent with applicable federal or state law, or applicable rules and regulations of government agencies, other than the Village, having the force and effect of law. The arbitrator shall submit his decision in writing within thirty (30) days following the close of

the hearing or the submission of briefs by the parties, whichever is later. The decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. Consistent with these provisions, the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable. The award of the arbitrator shall be final and binding.

ARTICLE X LABOR-MANAGEMENT MEETINGS

Section 10.1. Meeting Request. The Village and the Union agree that, in the interest of efficient management and harmonious employee relations, labor-management meetings may be held on a monthly or as-needed basis, on such dates and at such times as may be mutually agreed, between Union representatives and the Director of Public Works or Public Works Supervisor. 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 for a labor-management meeting and expressly providing the agenda for such meeting. Labor-management meetings shall be limited to: (a) issues of mutual concern to the Union and the Village; (b) safety issues; (c) notifying the Union of changes in scheduling, equipment, or procedure.

Section 10.2. Content. 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 10.3. Attendance. Attendance at labor-management meetings shall be voluntary on the part of employee-members. 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 XI
NO STRIKE - NO LOCKOUT

Section 11.1. No Strike. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In addition, in the event of a violation of this Section 11.1, the Union agrees to inform its members of their obligations under this Agreement, and to direct them to return to work.

Section 11.1.1. Other Striking Village Employees. The Village agrees that it will not require employees to perform work normally performed by striking employees of other municipalities.

Section 11.2. No Lockout. The Village will not lock out any employees during the term of this Agreement.

Section 11.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 11.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 11.4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE XII HEALTH AND SAFETY

Section 12.1. Health and Safety Committee. A joint Village-Union Health and Safety Committee shall be established, to consist of an equal number of Village and Union representatives. The Village and the Union each shall select not more than four (4) representatives to serve on the Committee, which shall meet quarterly (every three (3) months). The Committee will be responsible for reviewing conditions affecting the health and safety of employees at the workplace and for making such reports as to conditions and recommendations for corrective action to the Village Manager as it deems necessary or appropriate.

Section 12.2. Immunization. Typhoid, Hepatitis-B, and Flu Shot immunization shall be provided at Village cost to those employees in the Underground Utilities Division or at the Waste Water Facilities Plant who desire such immunization treatment. This provision is not to be interpreted as excluding immunizations or inoculations required as part of normal medical treatment provided in accordance with other provisions of this Agreement or in accordance with law.

Section 12.3. Drug and Alcohol Testing.

Section 12.3.1. General Policy Regarding Drugs and Alcohol. The use of illegal drugs and the abuse of alcohol by Village employees present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who work for them obey the law and be fit and free from the effects of drug and alcohol abuse.

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

The Village has the responsibility to provide a safe work environment and has a paramount interest in protecting the public by ensuring that 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 Village employees is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

In the event that these rules conflict with DOT or other legal requirements, the legal requirements will prevail. The Village will confirm that all employees' Social Security numbers have been provided to testing agency.

Definitions.

- A. "Drugs" shall mean any controlled substance listed in Chapter 56 ½ 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
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

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

Section 12.3.2. Prohibitions.

Employees shall be prohibited from:

- 1. Consuming or possession alcohol or prescribed drugs (drugs prescribed 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, selling, purchasing or delivery of any prescribed drug during the workday or when off duty.
3. Being under the influence of alcohol or prescribed drugs 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 12.3.3. The Administration of Tests. The Village may require an employee to submit immediately to breathalyzer 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.

Random testing shall be done on dates and at times and places designated by the Director of Public Works or Public Works Supervisor. A Union representative shall be advised of the date, time and place for the testing and the name(s) of the employee(s) to be tested.

The Union shall have the right to have a Union representative present at the test site, provided that the Union representative is available within one (1) hour of when the Union is notified. No employee shall be subject to random testing more than once in an eighteen-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:

- a. If an employee is involved in a motor vehicle accident while in the performance of his duty;
- b. upon promotion to a higher paying position; or
- c. if the employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.

The Village may use breathalyzer tests as well as urine 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 testing procedure. 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 employee from the list maintained by the Village, the employee 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 Director of Public Works or Public Works Supervisor, 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 problem 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 problem 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 prescribed 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 prescribed drug, and/or if the employee invokes the one-time only option to admit to the problem 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 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, up to and including discharge. Disciplinary issues and all other issues relating to the testing process (e.g., whether there is probable cause for ordering an employee to submit to a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 12.3.4. 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 problem 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 12.3.5. Expungement. If an employee is ordered to take a drug or alcohol test pursuant to this Policy, and the finding 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. All employees covered under this agreement shall be subject to testing. No employee may opt out.

ARTICLE XIII
RESIDENCY/RESPONSE TIME

All employees covered by this collective bargaining agreement shall be required to reside within thirty-five (35) miles of the Village limits. New employees shall be required to establish residency within the thirty-five (35) mile limit within one (1) year from the date of hire. The Village, at its sole discretion, may grant a one (1) time only six (6) month extension of the one (1) year residency requirement upon legitimate reasons as requested by the employee. Employees that did not reside within the required thirty-five (35) mile radius when the residency requirement was first implemented shall be allowed to maintain that residency. If at any time during this contract, any of these employees move, they must move within the thirty-five (35) mile radius. This mileage is calculated "as the crow flies."

And, in addition to the mileage limit, employees who are called in to work must report (be physically present) at the work site within forty-five (45) minutes of being called.

In the event of an emergency, the Village may call in employees out of seniority order. Whether an emergency exists is to be determined by the Village.

ARTICLE XIV
SAVINGS

In the event any part of this Agreement is adjudged to be unlawful or unenforceable by a court of law or administrative agency having jurisdiction of the subject matter and of the parties, then the remainder of this Agreement shall continue in full force and effect.

ARTICLE XV
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term, 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, which conflict with the express terms of 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 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 effect bargaining for the life of this Agreement with respect to matters within its knowledge at the time of the execution of this Agreement.

ARTICLE XVI
TERMINATION

This Agreement shall be effective upon execution by both parties, unless otherwise specifically provided for, and shall remain in effect until the thirtieth day of April, 2011.

This Agreement shall automatically be renewed from and after the thirtieth day of April 2011 for successive term(s) of one (1) year each unless either party shall notify the other in writing to modify or terminate this Agreement in accordance with the terms of this Article.

In the event that either party desires to modify or terminate this Agreement, written notice must be given to the other party not less than sixty (60) nor more than ninety (90) days prior to April 30, 2011 or prior to the expiration date of the renewal of this Agreement, as the case may be.

IN WITNESS WHEREOF, the parties hereto have set their hands this 15th day of April, 2008.

FOR THE VILLAGE OF CARPENTERSVILLE, ILLINOIS

Craig S. Anderson

FOR SEIU LOCAL 73 – PUBLIC WORKS

A. Miller
Paul Meyer
Daniel Coy



Illinois Labor Relations Board

Chairman:
Jackie Gallagher

State Panel:
Michael G. Coli
Michael J. Hade
Charles Hernandez
Rex Piper

Local Panel:
Edward E. Sadlowski

Executive Director:
John Brosnan

June 27, 2008

Craig G. Anderson
Village Manager
1200 L W Besinger Drive
Carpentersville, IL 60110-2061

Al Molinaro
SEIU, Local 73
300 South Ashland, Suite 400
Chicago, IL 60607

RE: ASSIGNED CONTRACT NUMBER

Dear Mr. Anderson and Mr. Molinaro:

Please be advised that the information provided below is the contract number that should be referenced when submitting any correspondence to this office.

<u>CONTRACT NUMBER</u>	<u>PARTIES</u>	<u>EXPIRATION DATE</u>
2011-04-046	Village of Carpentersville & Service Employees International Union Local #73 (S-RC-86-175 Public Works Maintenance Man, Group Leader, Sewer Plant Operator 1 & 2, Water Plant Operator, Mechan)	04/30/2011

We trust this information will be of assistance to you.

Sincerely,

Jodi M. Marr
Mediation/Arbitration Coordinator

ILLINOIS LABOR RELATIONS BOARD

STATE PANEL: 320 West Washington Street, Suite 500
Springfield, Illinois 62701-1135
(217) 785-3155 FAX: (217) 785-4146

LOCAL PANEL: 160 North LaSalle Street, Suite S-400
Chicago, Illinois 60601-3103
(312) 793-6400 FAX: (312) 793-6989

DO NOT WRITE IN THIS SPACE
CASE NUMBER
DATE FILED

FILING OF COLLECTIVE BARGAINING AGREEMENT

INSTRUCTIONS: Within 60 days after a collective bargaining agreement has been reached between employers and labor organizations subject to the Illinois Public Labor Relations Act, 5 ILCS 315 (2000), each Employer and Labor Organization shall file with the Board two copies of these collective bargaining agreements in accordance with the Rules and Regulations of the Illinois Labor Relations Board, 80 Ill. Adm. Code §1200.145. These agreements shall be included with this document. State Panel cases (e.g., State of Illinois, municipal and county government) must be filed in Springfield; Local Panel cases (e.g., City of Chicago and Cook County government) must be filed in Chicago.

This agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under 5 ILCS 315 (2000). Disclosure of this information is REQUIRED. Failure to provide any information will result in this form not being processed.

1.	NAME OF EMPLOYER/DEPARTMENT Village of Carpentersville ADDRESS 1200 L. W. Besinger Dr. Carpentersville, IL 60110	TELEPHONE NUMBER (847) 426-3439 FAX NUMBER (847) 426-0809 E-MAIL dwuckirossbach@vil.carpentersville.il.us
2.	EMPLOYER REPRESENTATIVE Dawn Wucki-Rossbach ADDRESS See above.	TELEPHONE NUMBER See above. FAX NUMBER E-MAIL
3.	NAME OF LABOR ORGANIZATION and Affiliation (if any) SEIU Local 73 (Public Works) ADDRESS 300 S. Ashland Ave., Suite 400 Chicago, IL 60607	TELEPHONE NUMBER (312) 787-5868 FAX NUMBER (312) 337-7768 E-MAIL
4.	LABOR ORGANIZATION REPRESENTATIVE Al Molinaro ADDRESS See above.	TELEPHONE NUMBER FAX NUMBER E-MAIL
5.	CONTRACT Execution Date: <u>April 15, 2008</u> Expiration Date: <u>April 30, 2011</u>	

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF CARPENTERSVILLE AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 73 – PUBLIC WORKS

WHEREAS, the Village of Carpentersville, Kane County, Illinois (the "Municipality") and the Civilian Union, the Service Employees International Union (SEIU) Local 73 – Public Works (the "Union") entered into labor negotiations; and

WHEREAS, the Municipality and the Union have reached tentative agreement on the rates of pay and other terms and conditions of employment for the public work employees represented by the SEIU Local 73.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Carpentersville, Kane County, Illinois, as follows:

SECTION 1: It is hereby determined that the Memorandum of Agreement between the Village of Carpentersville and the Public Works union, Service Employees International Union (SEIU) Local 73, attached hereto as Exhibit "A," is hereby approved.

SECTION 2: That the Village Manager is hereby authorized and directed to sign said Memorandum of Agreement.

Motion made by Trustee Humpfer, seconded by Trustee Teeter that the Resolution be adopted.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Carpentersville, Illinois at a regular meeting thereof held on the 15th day of April 2008 pursuant to a roll call vote as follows:

AYES: 7 (Humpfer, Hinz, Sigwalt, Ramirez Sliwinski, Ritter, Teeter, Sarto)

NAYS: 0

ABSENT: 0

APPROVED by me this 15th day of April 2008.

Bill Sarto
Village President

(SEAL)

ATTEST:
Therese Wilde
Village Clerk