

MEMORANDUM OF AGREEMENT

BETWEEN

VILLAGE OF CARPENTERSVILLE

AND

**SEIU LOCAL 73
(Public Works)**

MAY 1, 2011 – APRIL 30, 2015

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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; 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 all full-time employees within the Public Works Department (hereinafter referred to as the "Department") in positions included in the wage schedules for the purpose of collective bargaining with respect to wages, hours and conditions of employment (hereinafter referred to as "Employees"), but excluding all supervisory, managerial and confidential employees of the Department, which include but are not limited to the Director of Public Works, Assistant Director of Public Works/Village Engineer, Streets Superintendent, Underground Superintendent, Wastewater Superintendent, Water Superintendent and Public Works Administrative Assistant, and all other employees of the Village.

The parties recognize that the Department is currently divided into three (3) Divisions: the Vehicle Maintenance Division; the Construction Division; and the Facilities Division. The Construction Division is currently further divided into two (2) Branches,

Streets and Underground, and the Facilities Division is further divided into two (2) Branches, Wastewater and Water. The Department and the Vehicle Maintenance Division are currently managed by the Director of Public Works. The Streets, Underground, Wastewater and Water Branches are currently managed by the Streets Superintendent, Underground Superintendent, Wastewater Superintendent and Water Superintendent, respectively, with overall management and direction from the Director of Public Works. This organizational structure may be changed from time to time by the Village as the Village deems appropriate.

Any reference to the "Director of Public Works" or "Branch Superintendent" in this Agreement shall be interpreted to include their designee(s).

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 Village 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

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 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 ensuring 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:

(a) 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.

(b) 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.

(c) 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 for an illness or disability (other than on-the-job disability, except as provided below) which renders such Employee unable to perform the duties of his employment or other work offered to the Employee by the Village, or for injury, surgery or doctor's appointment or for the serious health condition of an Employee's child, parent or spouse. The definitions of "serious health condition," "child," "parent" and "spouse" are the definitions listed for those terms in the Village's Family and Medical Leave Act Policy as of May 1,

2011 (hereinafter referred to as "FMLA Policy"). 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.

Employees shall accumulate sick leave at the rate of one day per month. If a pattern of sick-leave abuse occurs, the Village reserves the right to impose discipline, up to and including discharge. For the purposes of this Section, a pattern of abuse shall include but is not limited to a total of three (3) or more absences within a six (6)-month period that occur before or after a holiday, before or after a scheduled day off, on three (3) Mondays or on three (3) Fridays, or a combination thereof. The six (6)-month periods each year run from May 1 to October 31 and from November 1 to April 30, respectively.

Employees may accumulate sick leave days to a maximum of three hundred (300) days.

An Employee shall notify the Director of Public Works or Branch Superintendent of an illness or other instance requiring sick leave 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.

Before returning to work when the sick leave exceeds three (3) or more consecutive days, the Employee must furnish a certification from the attending physician that the Employee is fit for duty and can perform each essential function(s) of his regular position for a full duty day or shift to the extent permitted by law.

The Village may require medical evidence of use of sick leave 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 Village'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.

An 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, up to and including discharge. 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 illness, disability, injury, surgery or doctor's appointment or the serious health condition of an Employee's child, parent or spouse.

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 year leave of absence and returns to work within the one-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 fourteen (14) days or suspension for the period May 1 to October 31 shall receive a reimbursement of two hundred and fifty dollars (\$250.00). An employee who does not lose such time for the period November 1 through April 30 shall receive two hundred and fifty dollars (\$250.00). 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>Months of Continuous Service</u> | <u>Vacation Hours Accrued</u> |
|---|-------------------------------|
| 1 st through 60 th month | 80 hours |
| 61 st through 120 th month | 120 hours |
| 121 st through 240 th month | 160 hours |
| 241 st month and beyond | 200 hours |

Months 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 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 Director of Public Works or Branch Superintendent. At the beginning of each calendar year, calendars will be posted within each Division or Branch 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 Director of Public Works or Branch Superintendent. Within the Vehicle Maintenance Division or within any Branch, the Village guarantees at least one vacation slot per Division or Branch shall be available each week.

Vacations normally should be taken in increments of at least one week each, except that an Employee may request and be granted approval from the Director of Public Works or Branch Superintendent to take vacation time in lesser increments of not less than four (4) hours. 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 Director of Public Works or Branch Superintendent no later than two (2) days in advance of the time that the Employee seeks to begin the requested vacation increment. All vacation leave will be subject to the guidelines set forth in Section 4.19.

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 year must be taken during the following year, except that any unused vacation up to forty (40) hours shall be automatically carried over to the next succeeding year.

When an Employee leaves the service of the Village after a minimum of one 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 year of service shall receive compensation for unused vacation time accumulated.

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

Emergency leave can be taken in four (4)-hour increments but must start at either the beginning or the end of a shift. To request emergency leave, the Employee must contact the Director of Public Works or Branch Superintendent as soon as possible but not less than fifteen (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 Director of Public Works or Branch Superintendent, the Employee will be permitted to make up the time at a later date within the current or following payroll period. Employees abusing or providing false information shall be subject to disciplinary action, up to and including discharge.

Section 4.5. Funeral Leave. A maximum of five (5) days of funeral leave shall be permitted with pay for an Employee to attend the funeral of the Employee's child or spouse. The definitions of "child" and "spouse" are the definitions listed for those terms in the Village's FMLA Policy. A maximum of three (3) days of funeral leave shall be permitted with pay for an Employee 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 recuperation time as vacation time, if available. An Employee will be allowed one day off with pay for serving as a pallbearer of an employee or retired or disabled employee.

Section 4.6. Family and Medical Leave Act. The parties agree that the Village may adopt such policies as may be necessary or appropriate to implement the federal Family and Medical Leave Act of 1993 (hereinafter referred to as the "Act"). No such policy shall be deemed to violate this Agreement if it is either mandated or legally permitted by the Act.

Section 4.7. Holidays. 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.

The Birthday Holiday listed in the previous paragraph is a "floating day off" for an Employee's birthday each year; provided, however, that the foreseeable effect of the use of this Birthday Holiday at the time it is requested is not to create overtime. The Employee may take his actual birthday or a different day off, and shall receive the day off with pay, provided that the day is taken during the same calendar year as the Employee's actual birthday. This day off will not carry over to the succeeding calendar years if not used, and the Employee may not redeem the day off for any monetary compensation or compensatory time off if the day is not used. The Employee will not be

eligible for overtime compensation or holiday pay if he works on his actual birthday. An Employee shall be paid eight (8) hours when he takes off his Birthday Holiday, except that an Employee who works ten (10)-hour days for any period during the year and whose birthday falls within that period shall be paid ten (10) hours when he takes his Birthday Holiday within one week before or one week after his actual birthday. All Birthday Holidays off will be subject to the guidelines set forth in Section 4.19.

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 actual day the holiday falls on) will receive overtime at the rate of double time for all hours worked on a holiday, plus regular holiday pay, except for the Employee's birthday, which shall be taken as leave. In order to receive holiday pay, an Employee must work the last scheduled day before and the first scheduled day after a holiday.

Section 4.8. Health and Hospitalization Insurance. The Village will provide medical, life and disability insurance benefits to 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; 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 twelve percent (12%) of the Village's then current total premium cost of health insurance coverage for the class of coverage elected. This employee contribution will be adjusted each July 1st. If an Employee elects to change coverage during the Village's annual

enrollment period or following any qualifying event, the Employee's contribution will immediately change from the contribution required under the previous coverage level to the contribution required for the new coverage level. However, in no event will the employee contribution for the same class of coverage elected increase by more than fifteen percent (15%) over the amount of the employee contribution in effect on the prior June 30th.

The employee contribution will be paid through pre-tax deductions available through the Village's Cafeteria 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.

The parties agree that, if the federal changes in health insurance requirements have the effect of adding substantially (fifteen (15) percent or more) to the Village's health insurance costs, the Village may elect to immediately reopen this Agreement on the issues of health insurance and wages.

Section 4.9. Retirement Pay. Upon the retirement of an Employee with twenty (20) years or more of service, the Village will pay two thousand five hundred dollars (\$2,500.00). In addition, upon retirement or death or resignation after fifteen (15) years of service and leaving in good standing, the Village will pay an Employee or his estate twenty-five percent (25%) of the accumulated sick leave in excess of one hundred and twenty (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. Any severance pay or sick leave pay will be paid to the Employee within a reasonable time after thirty-five (35) days have passed from the Employee's last day of work reported to the Illinois Municipal Retirement Fund (IMRF).

Section 4.10. Longevity. Each Employee will receive longevity pay on December 1 of each year at the rate of forty dollars (\$40.00) for each full year of service, up to a maximum of twenty (20) years.

Section 4.11. 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 4.12. Work Attire. The work attire for Employees shall be solid blue, orange or blaze green cotton work shirt and pants and work boots. Employees shall be obligated to purchase sufficient work attire to enable them to report for work each day dressed for work in the approved attire. Employees shall not wear shirts with logos, pictures or wording other than "Village of Carpentersville," "Department of Public Works" or the appropriate Division or Branch name. Pants shall not have rips, tears or holes. Job assignments for which wearing shorts is prohibited will be at the discretion of the Village. A list of such assignments will be maintained by the Director of Public Works and Branch Superintendents.

It is agreed that the Village has the right to establish reasonable specifications for attire required to be worn by Employees in order to conform to the provisions of this Section. Employees shall receive three hundred and seventy-five dollars (\$375.00) as an attire allowance, which is payable May 1st of each year during the term of this

Agreement. The attire allowance for new hires will be prorated for that portion of the year worked.

Section 4.13. Tuition. The Village will pay for tuition and other approved class fees for all courses recommended by the Director of Public Works or Branch Superintendent and approved by the Director of Public Works as being directly job-related. All requests for such payment shall be made prior to registration for the class. The Director of Public Works or Branch Superintendent may deny approval of the course if the course is not cost-effective. If an Employee does 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 4.14. 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 repaired or replaced by the Village.
5. Cell phone to be repaired or replaced up to \$100.00 if damaged on Village business.

The Village may deny reimbursement if there is a pattern of abuse, such as three (3) or more requests in a one-year period unless the Employee provides just cause for the loss.

Section 4.15. Licenses. For any Employee who is required by the Village to obtain and maintain a federal Commercial Driver's License (CDL), the Village will reimburse the Employee for the difference between the fee he paid to obtain or renew his CDL 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 to obtain his CDL. Once every four (4) years and within one month prior to the renewal date identified on an Employee's CDL, after obtaining the approval of the Director of Public Works or Branch Superintendent, an Employee shall be allowed to leave forty-five (45) minutes early (from punch out time) for the purpose of renewing his CDL. The Employee shall sign a waiver releasing the Village from, and indemnifying the Village for, any loss or liability arising out of any vehicular accident that occurs during this forty-five (45) minute period. Employees shall provide proof of the required test and reasonable notice to the Employee's Director of Public Works or Branch Superintendent for scheduling purposes.

All Employees must maintain a Class B CDL, or, if newly hired, must obtain such license within their probationary period. Except for current Employees who have been employed by the Village for thirty (30) years or more as of May 1, 2011, all Employees who work in the Vehicle Maintenance and Construction Divisions must obtain a Class A CDL within one year of ratification of this Agreement or, if newly hired, within one year of his date of hire, and then Employees must maintain such license. An Employee who fails to obtain a Class A CDL with this one-year period will be subject to disciplinary

action, up to and including discharge. An Employee from any other Division or Branch may voluntarily obtain a Class A CDL at the Village's expense.

Employees who must have license(s) 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 Branch Superintendent. An Employee who fails to immediately provide such notification will be subject to disciplinary action, up to and including discharge.

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 discharged. 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 Illinois Secretary of State.

Section 4.16. 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 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 Director of Public Works or Branch

Superintendent must be provided by the Employee for use of such compensatory time off and prior approval of the Director of Public Works or Branch 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, if requested in writing by the Employee, be paid in May of the same year at the pay rate in effect at which the compensatory time was earned. All compensatory time off will be subject to the guidelines set forth in Section 4.19.

Section 4.17. Personal Days. Employees shall be entitled to three (3) personal days off with pay each year during the term of this Agreement. An Employee intending to take a personal day must give notice to the Director of Public Works or Branch 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. Personal days may not be aggregated from year to year. All personal days off will be subject to the guidelines set forth in Section 4.19.

Section 4.18. 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.

Section 4.19. Vacation, Personal and Compensatory Leave. Vacation, personal or compensatory leave requests may be denied in an emergency as defined in Section 8.7 or under unusual circumstances, unless such leave has been previously

approved. Leave requests, if properly submitted, will not be unreasonably denied in accordance with the criteria set forth in this Section.

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 or per year.

Section 5.2. Normal Workweek. The normal workweek shall consist of five (5) days of eight (8) hours each, Monday through 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 to the Employees to be affected, except in an emergency as defined in Section 8.7 or under unusual circumstances or for sound operational reasons to accommodate summer projects.

Section 5.3. Current Starting Times. Except in an emergency as defined in Section 8.7 or under unusual circumstances or for sound operational reasons to accommodate summer projects, one week's notice shall, where practicable, be given to all Employees affected by changes in starting time prior to the change taking effect. The current starting time for most Employees 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 (1½) 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 day) for

purposes of determining overtime eligibility. Overtime is to be worked only at the direction or with the approval of the Director of Public Works or Branch Superintendent. Employees will not be required to work more than twelve (12) consecutive hours in any twenty-four (24)-hour period except in an emergency as defined in Section 8.7 or under unusual circumstances.

Section 5.5. Call Time. An 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 (1½) times his regular hourly rate. All time actually worked in excess of two (2) hours shall be compensated at the rate of one and one-half (1½) times 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 (2)-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 Village (but within the response time specified in Article XIII) for the remaining part of the two (2)-hour period so as to facilitate any recall to work that may be made during that period.

Section 5.6. Standby. An Employee put on a standby basis during any time other than his regularly scheduled shift shall receive one 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 or Branch. 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. Lunch Break. Employees shall be provided with a thirty (30)-minute paid lunch, except in an emergency as defined in Section 8.7 or under unusual circumstances or for sound operational reasons. If any approved lunch time is lost due to continuation of work in progress, the Director of Public Works or Branch Superintendent will make accommodations for that loss during that work week. 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). Lunch break will normally be taken from 11:45 a.m. to 12:15 p.m. Certain jobs or factors may require the Director of Public Works or the Branch Superintendent to adjust the normal time for lunch break.

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 percent (5%) 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 or Branch. Where Employees from outside one Division or Branch are called in to supplement Employees of another Division or Branch in performing overtime 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 Employees from outside the Division or Branch on the same basis as Employees from inside the Division or Branch. Offered overtime not worked due to refusals and instances of no contact (after the second instance of no contact during any year of this Agreement) 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 Director of Public Works or Branch Superintendent 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 for future weekly overtime work for which he is qualified until a reasonable balance is restored.

(b) All instances of overtime will be mandatory if there is an insufficient number of volunteers to perform the overtime work involved.

(c) It is understood and agreed that overtime call-outs of 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 agreement.

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, must successfully pass the pre-employment requirements for Village positions set forth in the Village's Personnel Manual. All new Employees, including rehired Employees, shall be considered 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 one year of employment from said date.

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 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;

- (b) is discharged for just cause;
- (c) is absent for three (3) consecutive working days without notifying the Village;
- (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;
- (e) does not report for work within three (3) working days after the termination of an authorized leave of absence;
- (f) is laid off for a period in excess of one year or a period equal to his seniority, whichever is less; or
- (g) retires.

Section 6.4. On-The-Job Injury. If an Employee is injured while in the performance of his duty, he shall be entitled to return within fifteen (15) months of the injury to the Division or Branch 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, an open position occurs, laid off Employees shall be offered the opportunity to fill the open position in each case that the Village deems the laid off Employees to be qualified for the position. The opportunity to fill an open position under this Section shall be afforded to laid off Employees prior to the posting of an open position 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 Department of Public Works, 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 his 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 this Agreement and shall not reduce or diminish any rights under this Agreement.

Section 6.7. Accelerated Payment Requirement. Employees hired prior to January 1, 2012, and who are eligible for IMRF are exempt from the Accelerated Payment requirement of the Illinois Pension Code, Public Act 97-0609, which was signed into law on August 26, 2011. Employees hired on or after January 1, 2012, will be subject to such Accelerated Payment requirement.

**ARTICLE VII
WAGES**

Section 7.1. Wage Schedules.

| <u>May 1, 2011 - April 30, 2012</u> | A | B | C | D | E | F | +2% |
|---|----------|----------|----------|----------|----------|----------|------------|
| Maintenance Worker | 3546 | 4092 | 4496 | 4659 | 4851 | 5094 | |
| Group Leader | 4692 | 4856 | 5048 | 5229 | | 5490 | |
| Mechanic (to be replaced by Fleet Mechanic) | 4851 | 5031 | 5222 | 5441 | | 5713 | |
| Fleet Mechanic | 5086 | 5277 | 5476 | 5706 | | 5990 | |
| Chief Utility Facilities Operators | 5086 | 5277 | 5476 | 5706 | | 5990 | |

| | A | B | C | D | E | F | |
|---|------|------|------|------|------|----------------|------------|
| <u>May 1, 2012 - April 30, 2013</u> | | | | | | 7 years | +1% |
| Maintenance Worker | 3581 | 4133 | 4541 | 4706 | 4900 | 5144 | |
| Group Leader | 4739 | 4905 | 5097 | 5280 | | 5544 | |
| Mechanic (to be replaced by Fleet Mechanic) | 4900 | 5081 | 5274 | 5494 | | 5770 | |
| Fleet Mechanic | 5136 | 5329 | 5531 | 5762 | | 6050 | |
| Chief Utility Facilities Operators | 5136 | 5329 | 5531 | 5762 | | 6050 | |

| | A | B | C | D | E | F | |
|---|------|------|------|------|------|----------------|------------|
| <u>May 1, 2013 - April 30, 2014</u> | | | | | | 7 years | +0% |
| Maintenance Worker | 3581 | 4133 | 4541 | 4706 | 4900 | 5144 | |
| Group Leader | 4739 | 4905 | 5097 | 5280 | | 5544 | |
| Mechanic (to be replaced by Fleet Mechanic) | 4900 | 5081 | 5274 | 5494 | | 5770 | |
| Fleet Mechanic | 5136 | 5329 | 5531 | 5762 | | 6050 | |
| Chief Utility Facilities Operators | 5136 | 5329 | 5531 | 5762 | | 6050 | |

| | A | B | C | D | E | F | |
|---|------|------|------|------|------|----------------|------------|
| <u>From Date of Ratification of Agreement by Both Parties - April 30, 2014</u> | | | | | | 7 years | +1% |
| Maintenance Worker | 3617 | 4174 | 4586 | 4753 | 4949 | 5195 | |
| Group Leader | 4786 | 4954 | 5148 | 5333 | | 5599 | |
| Mechanic (to be replaced by Fleet Mechanic) | 4949 | 5132 | 5327 | 5549 | | 5828 | |
| Fleet Mechanic | 5187 | 5382 | 5586 | 5820 | | 6111 | |
| Chief Utility Facilities Operators | 5187 | 5382 | 5586 | 5820 | | 6111 | |

| | A | B | C | D | E | F | |
|---|------|------|------|------|------|----------------|------------|
| <u>May 1, 2014 - April 30, 2015</u> | | | | | | 7 years | +1% |
| Maintenance Worker | 3653 | 4216 | 4632 | 4801 | 4998 | 5247 | |
| Group Leader | 4834 | 5004 | 5199 | 5386 | | 5655 | |
| Mechanic (to be replaced by Fleet Mechanic) | 4998 | 5183 | 5380 | 5604 | | 5886 | |
| Fleet Mechanic | 5239 | 5436 | 5642 | 5878 | | 6172 | |
| Chief Utility Facilities Operators | 5239 | 5436 | 5642 | 5878 | | 6172 | |

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

Employees in the position of Maintenance Worker will advance to the next higher step at the end of one 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 Director of Public Works or Branch Superintendent and the approval of the Village Manager.

Employees 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 Director of Public Works and the approval of the Village Manager.

If an increase in excess of 0% in the base salary for fiscal year 2013-2014 is awarded through negotiations or arbitration to any other Village of Carpentersville collective bargaining unit, a wage re-opener to this Agreement may be requested by the Union for wages only. This wage reopener shall sunset on April 30, 2014.

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 Director of Public Works or Branch Superintendent 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 which is 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 this Agreement. Employees who maintain a valid Environmental Protection Agency Operator certification throughout the entire year and who work throughout the year in the Branch for which the certification is awarded will be paid an additional four hundred dollars (\$400.00) per year. Certification pay will not be duplicated or pyramided. A maximum of one certification will be paid to an Employee per year. Certification pay will be paid out in twenty-six (26) pay periods during each year of this Agreement during which such pay is in effect (*i.e.*, maximum payment of four hundred dollars (\$400.00) per year per Employee), not in one lump sum.

Section 7.4. Lab Technician. The Village may develop a lab technician 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 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. Discipline and Discharge.

(a) Discipline

(i) The parties recognize the principles of progressive and corrective discipline.

(ii) For purposes of this Agreement, a probationary Employee is an Employee who has not completed one year of service in the Department. Probationary Employees may be disciplined or discharged at will. Disciplinary action may be imposed upon a non-probationary Employee only for just cause.

(iii) An Employee has a right to Union representation, upon request, at any meeting conducted in accordance with this Section.

(iv) Disciplinary action may include the following steps, among others:

a. A verbal or written warning to the Employee, with documentation placed in the Employee's personnel file.

b. A disciplinary suspension without pay, issued to the Employee, with documentation placed in the Employee's personnel file.

c. Discharge of the Employee.

(v) In certain circumstances, the Village may also require an Employee to pay restitution for damages arising out of the Employee's willful action.

(vi) In certain circumstances, an Employee's action may require an immediate response from the Village. The severity of the violation and the need for an immediate response is a determination made by the Village. The nature, intent and/or

seriousness of the violation can, depending on the circumstances, lead to either additional warnings or suspensions or to bypassing some or all of the intermediate procedural steps listed above, thereby proceeding directly to discharge.

(vii) If the Director of Public Works or Branch Superintendent has reason to reprimand an Employee, it shall be done in a manner that will not unduly embarrass the Employee before other Employees or the public.

(b) Discharge

(i) Discharges are made by the Director of Public Works.

(ii) Discharges may occur for, but are not limited to, any of the following reasons:

a. Incompetence or inefficiency in the performance of duties;

b. Violation of any official regulation or order;

c. Reporting for work in a condition that would be detrimental to the work, efficiency and/or safety of others;

d. Possession or use of alcohol or being adversely affected by alcohol while at work, or possession or use of illegal drugs at any time or place;

e. Falsification of personnel or other records;

f. Illegal, immoral or indecent conduct;

g. Profane or abusive language towards another person;

h. Threatening or intimidating behavior towards another Employee or the public;

i. Negligence or abuse in the handling of Village equipment or property;

j. Excessive absenteeism or tardiness; or

k. Insubordination.

Discharges will be subject to the procedural steps set forth in Section 8.2(a) above.

Section 8.3. Rules. The Village shall have the right to make and enforce reasonable rules. 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 Village 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 Village 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. Vacancies, Promotions and New Positions.

(a) Definitions

For the purposes of this Section, the following are definitions of the various open positions that might occur within the Department of Public Works:

(i) Vacancy: A vacancy is a lateral transfer to any open position in any of the job classifications on the Wage Schedules set forth in Article VII that becomes open due to a retirement, resignation, discharge or other termination of an Employee and which the Village decides to fill.

(ii) Promotion: A promotion is a move by an Employee within this collective bargaining unit to an open position within this unit that has a higher wage scale on the Wage Schedules set forth in Article VII than the Employee's current position.

(iii) New Position: A new position is an additional position in any of the job classifications on the Wage Schedules set forth in Article VII. An Employee within this collective bargaining unit who fills a new position may either be considered a lateral transfer or a promotion, depending on the position filled.

For the remainder of this Section, all positions defined above will be referred to as an "open position."

(b) Filling an Open Position. When an open position becomes available and the Village decides to fill the open position, the position shall be posted for ten (10) days. The posted notice shall set forth the required knowledge, skills, experience and ability required for the open position. Employees may submit applications for the open position in the manner provided by the Village. In exercising its discretion on hiring for any open position, the Village will consider but not be limited to the following factors: the skills, ability, qualifications, work history, attendance records and seniority of the employee-applicant and the needs of the Village Department, Division or Branch from which the employee-applicant would be transferred. When their respective skill, ability, qualifications, work history, attendance records and seniority are otherwise equal, preference shall be given to an employee-applicant within this collective bargaining unit over an outside applicant. In addition, when their respective skill, ability, qualifications, work history and attendance records are otherwise equal, preference shall be given to a more senior employee-applicant in this collective bargaining unit over a less senior employee-applicant in this collective bargaining unit. In the event a senior employee-applicant is denied the open position, he may within five (5) working days request a meeting with the Director of Public Works to discuss the denial.

(c) Probation for Lateral Transfer or Promotion. An Employee in this collective

bargaining unit who is laterally transferred or promoted into an open position shall serve a probationary period of six (6) months in his new position. The Village may return an Employee who does not perform his new duties in a manner satisfactory to the Director of Public Works or by the Employee's own wishes to his prior position within the six (6)-month probationary period, 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. Commendations and rebuttal letters for discipline shall be kept in an Employee's personnel file. Reprimands and other records of disciplinary action contained in personnel files, except for those related to suspensions, acts of workplace violence or drug and alcohol testing, 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 year for documented verbal warnings). Such records discharged shall be retained in a separate file for litigation purposes, including legal defense of the Village outside of and under this Agreement.

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 without prior notice or warning, 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. 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.

Section 8.7. Emergencies. For the purposes of this Agreement, an emergency is defined as any condition or situation necessary to protect or preserve life safety and/or Village or private property. Whether an emergency exists is to be determined by the Director of Public Works.

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 Agreement, 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 submit his written grievance to the Employee's Branch Superintendent within five (5) working days after the Employee knows or reasonably should know of the incident which gave rise to the grievance. The Branch Superintendent shall respond in writing within five (5) working days.

Step 2. If the grievance has not been settled in Step 1, within seven (7) working days after the response of the Branch Superintendent in Step 1, the Employee or Union Official, with the Employee's approval, may present the grievance to the Director of Public Works. The Director of Public Works 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 Employees (*i.e.*, as presently scheduled, prior to 3:00 p.m.). No more than one 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 ten (10) working days of the Employee's receipt of the Step 3 answer, file with the Village Manager a written appeal to arbitration.

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.

(a) 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, no later than 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.

(b) When filing a grievance, the Union may elect to begin the process at the step where the decision resulting in such grievance began. When filing a grievance under this subsection, the Union will provide a copy of such grievance to the Branch Superintendent and/or Director of Public Works, if applicable.

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

Section 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, however, 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 Branch Superintendent. 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; or (c) notifying the Union of changes in scheduling, equipment or procedure.

Section 10.2. Content. It is expressly understood and agreed that such labor-management 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 Employees. Attendance during such meetings shall not be considered time worked for compensation purposes, unless a meeting is scheduled at the request or consent of the Village during the regularly scheduled duty hours of an Employee, and provided that no overtime liability shall be incurred as a result of such attendance. Employees attending during their regularly scheduled duty hours shall remain available for emergency response if required. Normally, no more than five (5) 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, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 11.2. 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 11.3. No Lockout. The Village will not lock out any Employees during the term of this Agreement.

Section 11.4. 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 11.5. 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 Employees 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.

(a) **General Policy Regarding Drugs and Alcohol.** Use and abuse of drugs and

alcohol, including abuse of prescription drugs, by Village employees creates an unacceptable, dangerous work environment, results in unproductive workdays and sick leave abuse, and generally creates a risk to the safety and well-being of all employees and the citizens the Village serves. The Village and the Union recognize that the citizens of our community are entitled to expect that Village employees obey the law, are reasonably fit and healthy, and are free from the effects of drug and alcohol abuse. Therefore, it is the policy of the Village that any location at which Village business is conducted, whether on Village property or any worksite, is declared to be a drug and alcohol-free workplace. All Employees are absolutely prohibited from using alcohol in the workplace or prior to work where it will influence workplace activities or unlawfully manufacturing, distributing, dispensing, and/or processing controlled substances.

(b) Procedures for Workplace Drug and Alcohol Testing. The Village has adopted federal Department of Transportation regulation, 49 CFR Part 40, which describes required procedures for conducting workplace drug and alcohol testing for the federally-regulated transportation industry, as its policy with respect to testing for drugs, alcohol, and other substances of abuse. It is understood that such policy is developed by the federal government and may be changed from time to time without any influence or input from the Village. Employees covered by this Agreement and any probationary employees that may become members of the collective bargaining unit covered by this Agreement will be covered by such policy. Such policy is a condition of employment. Any Employee violating such policy is subject to disciplinary action, up to and including discharge.

(c) Consequences of a Positive Drug or Alcohol Test (.02 percent or higher).

(i) An Employee who refuses to undergo testing as ordered pursuant to this policy and the procedures as set forth will be discharged immediately.

(ii) Positive Test Results

a. Alcohol

An Employee who has a positive test result (any blood alcohol level) will meet with the Human Resources Director or other person designated by the Village Manager. The Employee may then be subject to disciplinary action, up to and including discharge, and/or be referred to a Substance Abuse Professional (SAP) for an evaluation. If referred to a SAP for an evaluation, the Employee will be placed on unpaid administrative leave until he has seen the SAP. Once the evaluation is completed, the SAP will inform the Village whether or not any additional treatment or follow-up tests are necessary. If no additional treatment is recommended the SAP will inform the Village if any follow-up tests are necessary, and the Employee may be returned to duty in a non-safety sensitive function if one is available. If additional treatment is recommended, the SAP will recommend the number of follow-up tests and length of the testing period, and the Employee will remain on an unpaid administrative leave until the Employee has completed his treatment SAP program. At that time the Employee may be returned to duty in a non-safety sensitive function pending the completion of the follow-up testing.

If additional treatment is recommended, the SAP will recommend the number of follow-up tests and length of the testing period. If additional treatment is recommended, the SAP will create a "contract" between the SAP and the Employee. The contract serves as a guideline of what is expected of the Employee during treatment. If there are any questions regarding treatment, the Employee should contact

the SAP. During treatment, the SAP will inform the Village if the Employee is completing the treatment outlined in the contract. The SAP will not divulge any medical treatment information. Once the Employee has completed treatment, the SAP will release the individual and will inform the Village of the number of follow-up tests required.

Prior to returning to work the Employee must have a Return-To-Work (Duty) test and the results of the test must be negative. Once a negative test result has been received the Employee will be allowed to return to work. If the test results are positive (any blood alcohol level), then the Employee faces discipline, up to and including discharge.

b. Controlled Substances

An Employee who has a positive test result will meet with the Human Resources Director or other person designated by the Village Manager. The Employee may then be subject to disciplinary action, up to and including discharge, and/or be referred to a Substance Abuse Professional (SAP) for an evaluation. If referred to a SAP for an evaluation, the Employee will be placed on unpaid administrative leave until he has seen the SAP. Once the evaluation is completed, the SAP will inform the Village whether or not any additional treatment or follow-up tests are necessary. If no additional treatment is recommended, the SAP will inform the Village if any follow-up tests are necessary, and the Employee may be returned to duty in a non-safety sensitive function. If additional treatment is recommended, the SAP will recommend the number of follow-up tests and length of the testing period, and the Employee will remain on an unpaid administrative leave until the Employee has completed their treatment program. At that time the Employee may be returned to duty in a non-safety sensitive

function pending the completion of the follow-up testing.

If additional treatment is recommended the SAP will create a “contract” between the SAP and the Employee. The contract serves as a guideline of what is expected of the Employee during treatment. If there are any questions regarding treatment, the Employee should contact the SAP. During treatment, the SAP will inform the Village if the Employee is completing the treatment outlined in the contract. The SAP will not divulge any medical treatment information. Once the Employee has completed treatment, the SAP will release the individual and will inform the Village the number of follow-up tests required.

Prior to returning to work the Employee must have a Return-To-Work (Duty) test and the results of the test must be negative. Once a negative test result has been received, the Employee will be allowed to return to work. If the test results are positive, then the Employee faces disciplinary action, up to and including discharge.

(iii) Record Retention

All records of testing and their results will be a permanent part of the Employee’s personnel record.

(iv) Second Positive Result

Any instance of a second positive test for drugs or alcohol will result in the immediate termination of the Employee.

ARTICLE XIII
RESIDENCY/RESPONSE TIME

All Employees covered by this Agreement shall be required to reside within thirty-five (35) miles of the Village limits. New Employees covered by this Agreement shall be required to establish residency within the thirty-five (35) mile limit within eighteen (18) months from the date of hire. The Village, in its sole discretion, may grant a one time

only six (6) month extension of the eighteen (18)-month residency requirement upon legitimate reasons as requested by the Employee. Employees who 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 the term of this Agreement any of these Employees move, they must move within the thirty-five (35) mile radius. This mileage is calculated "as the crow flies."

In addition to the mileage limit, Employees who are called into work in the event of an emergency as defined in Section 8.7 or under unusual circumstances must clock into work within fifty (50) minutes of being called. An Employee not clocking into work within fifty (50) minutes of being called will be subject to disciplinary action, up to and including discharge, unless the Employee notifies the Director of Public Works or Branch Superintendent under circumstances that are unforeseeable or beyond his control that he will not be able to comply within the fifty (50)-minute requirement.

In the event of an emergency as defined in Section 8.7 or under unusual circumstances, the Village may call in Employees out of overtime order.

ARTICLE XIV **SAVINGS**

The Village will follow all applicable Illinois Department of Transportation laws and regulations, though violation of this provision will not be subject to review under Step 4 of the grievance procedure set forth in Article IX. 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 2015. Nothing in this Agreement shall be given retroactive effect unless so stated in this Agreement or in a Side Letter of Agreement with respect to wages.

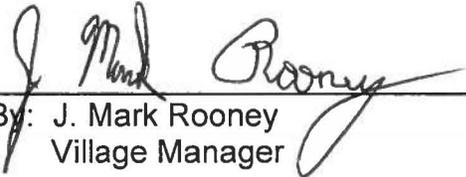
This Agreement shall automatically be renewed from and after the thirtieth day of April 2015 for successive term(s) of one year each unless either party shall notify the

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, 2015, 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 4 day of NOVEMBER, 2013.

FOR THE VILLAGE OF CARPENTERSVILLE, ILLINOIS


By: J. Mark Rooney
Village Manager

FOR SEIU LOCAL 73 – PUBLIC WORKS


By:
Title: PRESIDENT

APPENDIX A

**SETTLEMENT AGREEMENT
BETWEEN THE VILLAGE OF CARPENTERSVILLE
AND SEIU LOCAL 73 (PUBLIC WORKS)
REGARDING GRIEVANCE NO. GV120593 – TIME OFF FOR CDL TESTING**

This Settlement Agreement is entered into between the Village of Carpentersville, Illinois, and Service Employees International Union, Local 73 (Public Works) (the "Union").

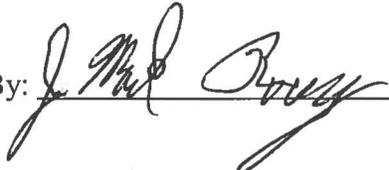
The terms of this Settlement Agreement are described in the paragraphs that follow:

As a result of successful negotiations, and in order to foster sound employer-employee relations and resolve all pending matters, the parties have agreed to dispose of Grievance No. GV120593, regarding time off for CDL testing, through the negotiations process.

In exchange for certain concessions made during collective bargaining, and in order to avoid the time and cost of a hearing and to foster positive relations between the parties, the Union has agreed that it will withdraw, with prejudice, Grievance No. GV120593, regarding time off for CDL testing. As a result of the parties' agreement, there will be no outstanding grievances or arbitrations regarding time off for CDL testing to be resolved between the parties, which have been filed prior to the date of this Settlement Agreement.

AGREED between the parties:

VILLAGE OF CARPENTERSVILLE

By:  _____

Date: November 4, 2013

SEIU, LOCAL 73 (PUBLIC WORKS)

By:  _____

Date: November 7, 2013

APPENDIX B

**SETTLEMENT AGREEMENT
BETWEEN THE VILLAGE OF CARPENTERSVILLE
AND SEIU LOCAL 73 (PUBLIC WORKS AND PART-TIME FIREFIGHTERS)
REGARDING GRIEVANCE NO. GV130045 AND GRIEVANCE NO. GV130179 –
TAXATION OF CLOTHING**

This Settlement Agreement is entered into between the Village of Carpentersville, Illinois, and Service Employees International Union, Local 73 (Public Works and Part-Time Firefighters) (the "Union"). The terms of this Settlement Agreement are described in the paragraphs that follow:

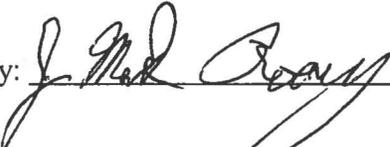
As a result of successful negotiations, and in order to foster sound employer-employee relations and resolve all pending matters, the parties have agreed to dispose of Grievance No. GV130045 and Grievance No. GV130179, both regarding taxation of clothing, through the negotiations process.

In exchange for certain concessions made during collective bargaining, and in order to avoid the time and cost of a hearing and to foster positive relations between the parties, the Union has agreed that it will withdraw, with prejudice, Grievance No. GV130045 and Grievance No. GV130179, both regarding taxation of clothing. As a result of the parties' agreement, there will be no outstanding grievances or arbitrations regarding taxation of clothing to be resolved between the parties, which have been filed prior to the date of this Settlement Agreement.

AGREED between the parties:

VILLAGE OF CARPENTERSVILLE

**SEIU, LOCAL 73 (PUBLIC WORKS
AND PART-TIME FIREFIGHTERS)**

By: 

By: 

Date: November 4, 2013

Date: November 7, 2013

APPENDIX C

SIDE LETTER OF AGREEMENT BETWEEN THE VILLAGE OF CARPENTERSVILLE AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73 (PUBLIC WORKS)

WHEREAS, the Service Employees International Union Local 73 (Public Works) (the "Union") is the exclusive bargaining representative for bargaining unit employees (the "SEIU Employees") in the Public Works Department of the Village of Carpentersville (the "Village"); and

WHEREAS, the Village is introducing a new Wellness Incentive Program for the Village employees; and

WHEREAS, the Village would like to extend the Wellness Incentive Program to the SEIU Employees; and

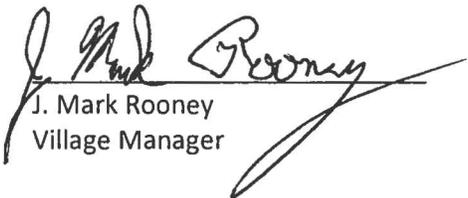
WHEREAS, the Union would like the SEIU Employees to be allowed to participate in the Wellness Incentive Program;

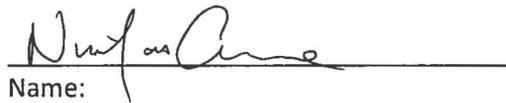
IT IS HEREBY AGREED:

1. The SEIU Employees will be allowed to participate in the Wellness Incentive Program on the same terms and conditions as apply to the Village's non-represented employees, as may be amended from time to time by the Village in its sole discretion.
2. There shall be no cost for the SEIU Employees to participate in the Wellness Incentive Program.
3. If the Village discontinues the Wellness Incentive Program for the non-represented employees, then it may also discontinue the Wellness Incentive Program for the SEIU Employees.
4. The Village may not discontinue the Wellness Incentive Program for the SEIU Employees if it continues to offer the Program to the non-represented employees.

FOR THE VILLAGE:

FOR THE UNION:


J. Mark Rooney
Village Manager


Name:
Title:

DATE: November 4, 2013

DATE: Nov 7 2013