

AGREEMENT

VILLAGE OF HANOVER PARK

and

TEAMSTERS, LOCAL 714

May 1, 2007 through April 30, 2010

Table of Contents

	<u>Page</u>
ARTICLE I RECOGNITION AND REPRESENTATION	2
Section 1. Recognition	2
Section 2. Duty of Fair Representation.....	2
Section 3. Gender.....	2
ARTICLE II UNION RIGHTS.....	3
Section 1. Dues Check Off.....	3
Section 2. Fair Share	3
Section 3. Indemnification	5
Section 4. Union Access	5
ARTICLE III UNION BULLETIN BOARD	6
Section 1. Bulletin Board.....	6
Section 2. Size.....	6
Section 3. Use	6
Section 4. Removal of Posted Material.....	6
Section 5. Union Responsibility	6
ARTICLE IV MANAGEMENT RIGHTS	7
ARTICLE V LABOR MANAGEMENT COMMITTEE.....	9
ARTICLE VI HOURS OF WORK AND OVERTIME	10
Section 1. Application of Article	10
Section 2. Regular Work Day	10
Section 3. Regular Work Schedule	10
Section 4. Overtime Pay	10
Section 5. Compensatory Time Off	11
Section 6. Changes in Regular Work Day or Regular Work Schedule	11
Section 7. Call In Pay.....	11
Section 8. On Call Status Pay	12
Section 9. No Pyramiding.....	12
ARTICLE VII GRIEVANCE PROCEDURE	13
Section 1. Definition	13
Section 2. Procedure	13
Section 3. Arbitration.....	14
Section 4. Limitations on Authority of Arbitrator	15
Section 5. Time Limit for Filing.....	15
Section 6. Miscellaneous	16
Section 7. Exclusivity of Grievance Procedure	16
ARTICLE VIII NO STRIKE-NO LOCKOUT	17
Section 1. No Strike	17
Section 2. No Lockout	17

Table of Contents

(continued)

	<u>Page</u>
Section 3. Judicial Restraint.....	17
ARTICLE IX SENIORITY AND PROBATIONARY PERIOD.....	18
Section 1. Definition of Seniority.....	18
Section 2. Probationary Period.....	18
Section 3. Probationary Period Following Promotion.....	18
Section 4. Seniority List.....	18
Section 5. Layoffs.....	19
Section 6. Termination of Seniority.....	19
ARTICLE X LEAVES OF ABSENCE.....	21
Section 1. Personal Business Days.....	21
Section 2. Funeral Leave.....	21
Section 3. Jury Leave.....	22
Section 4. Military Leave.....	22
Section 5. Sick Leave.....	22
Section 6. Major Illness Bank.....	24
Section 7. Non-Work Related Injury, Disability or Illness.....	24
Section 8. Special Leaves Without Pay.....	25
Section 9. Unauthorized Absence.....	25
Section 10. Non-employment Elsewhere.....	25
ARTICLE XI VACATIONS.....	27
Section 1. Vacation Leave.....	27
Section 2. Vacation Eligibility.....	27
Section 3. Vacation Pay.....	27
Section 4. Vacation Scheduling.....	27
Section 5. Vacation Accumulation.....	28
Section 6. Pay Upon Termination.....	28
ARTICLE XII HOLIDAYS.....	29
Section 1. Designation of Holidays.....	29
Section 2. Eligibility Requirements.....	29
Section 3. Pay for Holiday Work.....	29
ARTICLE XIII WAGES.....	31
Section 1. Wage Adjustments.....	31
Section 2. New Hires.....	31
ARTICLE XIV INSURANCE.....	32
Section 1. Hospitalization, Medical, Dental and Life Insurance Coverage.....	32
Section 2. Insurance Cost Allocation.....	32
Section 3. Cost Containment.....	33
Section 4. Terms of Insurance Policies to Govern.....	33

Table of Contents
(continued)

	<u>Page</u>
ARTICLE XV UNIFORMS AND EQUIPMENT	34
Section 1. Uniforms	34
Section 2. Safety Shoe Program.....	34
Section 3. Tool Insurance	35
Section 4. Tool Allowance.....	35
Section 5. Prescription Safety Glasses.....	35
ARTICLE XVI MISCELLANEOUS	37
Section 1. Effects of Layoff.....	37
Section 2. Physical Fitness Program.....	37
Section 3. Tuition Reimbursement	37
Section 4. Attendance at Conferences	38
Section 5. Physical Examination.....	38
Section 6. Light Duty.....	38
Section 7. Outside Employment	39
Section 8. Discipline	40
Section 9. Contracting Out.....	40
Section 10. Job Posting	41
Section 11. Family and Medical Leave Act of 1993	41
Section 12. Americans With Disabilities Act	41
Section 13. Wellness Benefit	41
Section 14. Village Safety Committee.....	42
Section 15. CDL Requirement.....	42
Section 16. Personnel Files	42
ARTICLE XVII SAVINGS CLAUSE	43
ARTICLE XVIII ENTIRE AGREEMENT	44
ARTICLE XIX DURATION AND TERM OF AGREEMENT	45
Section 1. Termination in 2010.....	45

PREAMBLE

THIS AGREEMENT entered into by the Village of Hanover Park (hereinafter referred to as the "Village" or the "Employer") and Teamsters, Local 714 (hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees.

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

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1. Recognition. The Village recognizes the Union as the exclusive bargaining representative for all full-time employees in the Public Works Department in the following positions: Groundskeeper, Maintenance Worker, Water Supply Operator, Building Maintenance Worker I and II, Waste Water Treatment Operator Trainee, Waste Water Treatment Operator, Equipment Operator and Mechanic. Excluded from the bargaining unit are all other Village employees, including but not limited to the Street Supervisor, Forestry Supervisor, Waste Water Treatment Plant Supervisor, Water/Distribution Supervisor, Water Supply Supervisor, Fleet Service Manager, Building Maintenance Supervisor, the Public Works Director and Street Superintendent, any part-time employees, any clerical employees, and any other supervisory, managerial and/or confidential employees as defined by the Illinois Public Labor Relations Act.

Section 2. Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Union membership. The Union further agrees to indemnify and hold harmless the Village from any and all liability, including monetary damages, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 3. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be construed to refer to both male and female employees.

ARTICLE II

UNION RIGHTS

Section 1. Dues Check Off. During the term of this Agreement, the Village will deduct Union dues from the paychecks of each employee in the bargaining unit who has submitted a dues checkoff authorization in the form set forth in Exhibit 1 to this Agreement. Said dues shall be deducted in equal installments from the first two (2) paychecks issued to such employee during each month this Agreement is in effect.

The Financial Officer of the Union shall notify the Human Resource Director or her designee by certified mail of the amount of uniform dues to be deducted, e.g., monthly dues equal to two times an employee's straight-time hourly rate. The Union may change the dues schedule once each year during the term of this Agreement by giving the Village at least thirty (30) days advance written notice of the change. The Village will promptly remit to the Union Financial Officer those dues which are deducted from employee paychecks under this Section upon receipt of invoice from the Union.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deducted, 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 2. Fair Share. Except as otherwise provided herein, during the term of this Agreement, employees who are not members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, 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 said Agreement, provided said fair share fee shall not exceed the regular dues attributable to being a

member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union upon receipt of invoice.

The Union shall annually submit to the Village a list of 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 Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 105 S. Ct. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors 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 payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share payors as 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 payors 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.

Section 3. Indemnification. The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agencies and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the foregoing provisions of this Article, or in reliance on any written check-off authorization, certification or affidavit furnished under any of such provisions.

Section 4. Union Access. Not more than two (2) Union representatives, as designated by the Union, shall have access to the premises of the Village in order to help resolve a serious dispute or problem. In order to receive access, the Union representative(s) must provide advance notice to the Village Manager or his designee and make arrangements not to disrupt the work of employees on duty. The representative(s) may visit with employees during their non-work time if such visit does not disturb the work of any employees who may otherwise be working.

ARTICLE III

UNION BULLETIN BOARD

Section 1. Bulletin Board. The Village agrees to provide an area in the Public Works Facility for the Union to post one (1) bulletin board.

Section 2. Size. The bulletin board space at the Public Works Facility shall not exceed three (3) feet by three (3) feet.

Section 3. Use. The Union bulletin board shall be used for posting of Union notices and shall be restricted to the following:

- a) Notice of Union recreational and social activities;
- b) Notice of Union elections and results of such elections;
- c) Notice of Union appointments; and
- d) Notice of Union meetings, committee meetings and reports and minutes of said meetings.

If the Union desires to post any other information or material, the Union shall first submit a copy of same to the Director of Public Works for his approval. The Director of Public Works shall have the sole discretion to approve or disapprove of said posting.

Section 4. Removal of Posted Material. Any material posted on the Union bulletin board not on file with the Director of Public Works shall be removed by any supervisor accompanied by a local Union Steward or representative.

Section 5. Union Responsibility. All cost incident to preparing and posting Union material will be borne by the Union. The Union is responsible for posting and removing approved material on its designated bulletin board and for maintaining such bulletin board in an orderly condition.

ARTICLE IV

MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the places, means, methods and number of personnel needed to carry out the Village's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders and policies; to discipline, suspend and discharge employees; to change or eliminate existing methods, equipment or facilities; to layoff employees; to contract out for goods and services; to evaluate performance and productivity and establish awards or sanctions for various levels of performance; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the President of the Village Board of Trustees or by the Village Manager, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE V

LABOR MANAGEMENT COMMITTEE

At the request of the Union or the Village, a Labor Management Committee shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Union shall designate up to three bargaining unit employees to attend such meetings, and the Village Manager shall designate up to three Village employees to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) days prior to the date of the meeting. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Union and the Village. If such a meeting is held during the regular working hours of any Union employee on the Committee, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor Management Committee is intended to improve communications and shall be advisory only.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 1. Application of Article. This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle.

Section 2. Regular Work Day. The regular work day for employees shall be eight and one-half (8-1/2) hours, which shall include an unpaid thirty (30) minute lunch period.

If an employee is sent home during his or her regular work day due to an anticipated emergency condition, or after 12 consecutive hours of work due to safety concerns, then such employee may, at their option, use their accumulated vacation, personal business leave or comp time to be paid for the remainder of their regular work day hours.

Section 3. Regular Work Schedule. The regular work schedule for employees covered by this Agreement shall be seven (7) days, consisting of five (5) consecutive work days.

Section 4. Overtime Pay. An employee shall be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours worked in excess of forty (40) hours in the employee's regular seven (7) day work schedule (Sunday through Saturday).

Except as otherwise provided in this Article, time worked shall not include any uncompensated periods, nor shall it include any paid leaves of absence. It is agreed, however, that paid leave in the form of vacation, sick leave, holiday, compensatory time and funeral leave shall be considered as hours worked for the sole purpose of determining an employee's eligibility for overtime pay under this section.

Before any employee may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by the employee's immediate non-bargaining unit supervisor.

Section 5. Compensatory Time Off. An employee may elect to accumulate compensatory time off in lieu of overtime compensation pursuant to Section 4 of this Agreement. The amount of compensatory time earned shall be computed on the same basis as overtime pay, i.e., one and one-half (1-1/2) hours of compensatory time shall be granted for each additional hour worked in excess of forty (40) during the employee's regular seven (7) day work schedule (Sunday through Saturday). No employee shall be permitted to accrue more than sixty (60) hours of compensatory time off. While an employee has sixty (60) hours of accumulated compensatory time, the employee shall be eligible for overtime pay in accordance with Section 4 for future hours worked in excess of forty (40) during the employee's regular seven (7) day work schedule (Sunday through Saturday). An employee's use of accumulated compensatory time shall be scheduled at the mutual convenience of the employee and the Director of Public Works or his designee.

Section 6. Changes in Regular Work Day or Regular Work Schedule. Should it be necessary in the Village's judgment to establish a schedule departing from the regular work day or the regular work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least twenty-four (24) hours advance notice of such change to all employees directly affected by such change. The Village will not exercise its authority under this section in an arbitrary and capricious manner.

Section 7. Call In Pay. Except as otherwise provided herein, if the Village requires an employee to work outside his normal hours of work (i.e., hours not contiguous to his normal shift or within two (2) hours of his start time), then such employee shall receive a minimum of two (2) hours pay or pay for the actual time worked, whichever is greater.

If an employee is called outside of his working hours and resolves a public works related problem via phone, then such employee shall receive one hour of pay for such work, and not the two (2) hour minimum described herein. No compensation shall be due under this Section in the event an employee receives a call by mistake, or is unable to resolve the underlying problem via phone.

This section shall not be applicable to scheduled overtime.

Section 8. On Call Status Pay. If the Village specifically designates an employee or employees to remain in an on call status outside of their assigned hours of work and requires such employee(s) to carry a beeper or Village issued phone for such purpose, then each such employee shall be paid Ninety Cents (\$.90) per hour for each hour the employee remains in an on call status, which such amount shall be increased to One Dollar (\$1.00) per hour **retroactive to May 1, 2007**. Time spent by an employee in an "on call status" shall not be considered hours worked under this Agreement.

Section 9. No Pyramiding. Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement.

Section 2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee's immediate non-bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than six (6) days from the date of the first occurrence of the matter giving rise to the grievance or within six (6) days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Director of Public Works or his designee within seven (7) days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Director of Public Works, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Director of Public Works, or his designee, shall provide a written answer to the grievant and the Union within seven (7) days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within

seven (7) days after receipt of the Village's answer at Step 2. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant and a Union representative within ten (10) days of receipt of the grievant's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the grievant and Union within ten (10) days following the meeting.

Section 3. **Arbitration.** If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fifteen (15) days of receipt of the Village's written answer as provided to the Union at Step 3:

- (a) The parties shall attempt to agree upon an arbitrator within ten (10) days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 5. Time Limit for Filing. No grievances shall be entertained or processed unless it is submitted at Step 1 within six (6) calendar days after the first occurrence of the event giving rise to the grievance or within six (6) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the

grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6. Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

Section 7. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

ARTICLE VIII

NO STRIKE-NO LOCKOUT

Section 1. No Strike. During the term of this Agreement, neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, 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. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 3. 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 IX

SENIORITY AND PROBATIONARY PERIOD

Section 1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment in any position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay.

Section 2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of six (6) months of actual work. The Village may, at its sole discretion, extend any employee's probationary period for up to an additional six (6) months of actual work. During an employee's probationary period, the employee may be suspended, laid off or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to the last date of hire with the Village in a position covered by this Agreement.

Section 3. Probationary Period Following Promotion. If an employee is promoted from one bargaining unit position to another, the employee will be considered a probationary employee for the first six (6) months of actual work performed by the employee following the effective date of the promotion. During this probationary period, the Village retains the right to demote or transfer such employee with or without cause.

Section 4. Seniority List. On or before January 15th of each new calendar year, the Village will post and provide the Union Steward with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list

unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the Union's receipt of the list.

Section 5. Layoffs. If the Village in its discretion determines that a layoff of an employee or employees within a position classification is necessary, then the Village will normally consider skill and ability when deciding which employee or employees to layoff. If skill and ability are equal between two (2) affected employees, then seniority shall be the determining factor.

Non-probationary employees who are laid off pursuant to the above paragraph shall be placed on a recall list for a maximum period of one year following the date of layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. An employee may only be recalled to the same or a lower paying bargaining unit job classification. If an employee is recalled to a lower paying job classification, the employee shall be compensated at the rate of pay applicable to such job classification. The Employer shall not hire new employees in bargaining unit positions from which employees have been laid off as long as there are still eligible employees on the recall list who are presently qualified to perform the work in the affected job classification who are willing to be recalled to said classification.

It shall be the responsibility of an employee on the recall list to provide the Employer with an address to which a recall notice can be sent. Any employee who declines a recall under this Section shall forfeit further recall rights.

Section 6. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged;
- c) retires or is retired;
- d) fails to report for work within seventy-two (72) hours after the conclusion of an authorized leave of absence;
- e) is laid off and fails to notify the Village of his intent to return to work within three (3) days after receiving notification of recall or fails to report to work within ten (10) calendar days after receiving notification of recall;
- f) is laid off for a period in excess of one year;
- g) does not perform work for the Village (except for military service or a proven work-related injury compensable under worker's compensation) for a period in excess of one year, unless the employee remains on an approved unpaid leave of absence; or
- h) is absent for three (3) or more consecutive working days without notifying the Village.

ARTICLE X

LEAVES OF ABSENCE

Section 1. **Personal Business Days.** Full-time employees on the active payroll shall earn personal business days as follows: one day as of January 1, one day as of May 1 and one day as of September 1. Such an employee may earn up to three (3) personal business days annually. Personal business days earned under this Section must be taken during the same calendar year during which they are earned. Unused personal business days may not be carried over into a subsequent calendar year. Personal business days may only be used in increments of two (2) hours or more, unless otherwise authorized by the Director of Public Works or his designee. No employee may utilize any personal business leave without the prior approval of the Director of Public Works or his designee.

Section 2. **Funeral Leave.** In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) consecutive work days as paid funeral leave if the employee attends the funeral. For purposes of this Section, an employee's immediate family shall include an employee's current spouse, child (includes step or adopted), grandchild, parent, step-parent, sister, brother, stepsister, stepbrother, mother-in-law, father-in-law or grandparent. Leave beyond such three (3) days may, upon approval of the Director of Public Works or his designee, be taken if charged to an employee's accumulated personal days, vacation or compensatory time.

An employee shall be granted one (1) work day of paid funeral leave if the employee attends the funeral of his spouse's grandparent.

An employee shall provide satisfactory evidence of the death of a member of the immediate family if so requested by the Village.

Section 3. Jury Leave. Any employee who is summoned to serve on a jury or grand jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury service and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror. The employee shall remit any witness fees or jury service fees to the Village in order to receive pay for such jury service. An employee may retain, however, any jury duty funds specifically designated as reimbursement for travel expenses.

Section 4. Military Leave. Leave for active duty in the U.S. Armed Forces, Military Reserve duty or National Guard duty shall be granted in accordance with applicable law.

Section 5. Sick Leave. Paid sick leave is earned at the rate of one (1) work day for each completed month the employee is on the active payroll. Employees receiving workers' compensation benefits for a compensable injury may continue to accrue sick leave for a period not to exceed six (6) months. Paid sick leave may only be used for personal illness or illness in an employee's immediate family which necessitates the absence of the employee from work. For purposes of this Section, an employee's immediate family shall only include the employee's spouse, child, or parent. To be considered eligible for paid sick leave under this Section, an employee must notify or cause the notification of his/her supervisor by telephone or messenger at least one (1) hour prior to his/her starting time. If an employee fails to provide such notice, then his absence shall be considered an absence without pay and may subject the employee to discipline, as well. Exceptions to the notification requirements set forth in this Section may be made at the discretion of the Village.

An employee shall not be paid for the first day of each sick leave occurrence beginning with the sixth such occurrence in a fiscal year, unless: a) the Director of Public Works, in his discretion, waives this requirement in a particular instance; or b) the employee presents an acceptable note from a medical doctor indicating that the doctor examined the employee on the first day of his or her sick leave occurrence and determined that the employee was medically unfit to work on such date or, in the event the employee used sick leave for illness in immediate family, that the employee's immediate family member was ill on said date. Sick employees are expected to remain at home unless hospitalized or visiting a doctor. Unfortunately, sick leave abuse sometimes occurs. The Village and the Union agree that sick leave abuse is a very serious offense which constitutes cause for disciplinary action.

Sick leave shall be used in no less an increment than two (2) hours, unless otherwise authorized by the Director of Public Works or his designee. Any employee who is dismissed, laid off or otherwise terminates their employment with the Village forfeits all accrued sick leave benefits.

As a condition to eligibility for paid sick leave under this Section, the Village may require, at its discretion, any employee to submit a physician's certification of illness when the employee has been off sick for three (3) consecutive work days; has had repeated illnesses of shorter periods; calls in sick on the day of, before or after a holiday; or in such other circumstances as may be deemed appropriate by the Director of Public Works or the Human Resource Director. The Village also reserves the right, at its discretion, to require an employee utilizing sick leave to submit at any time during such leave to an examination by a doctor designated by the Village, at the Village's expense.

Except as otherwise noted herein, regular sick leave may be accumulated up to a total of not more than one hundred twenty (120) work days per employee.

Section 6. Major Illness Bank. When an employee's regular accrued sick leave balance reaches the one hundred twenty (120) day limit stated above, additional accrued sick leave days shall be credited to an employee's "major illness bank". The major illness bank shall also have a limit of one hundred twenty (120) work days. Sick leave days accrued in this major illness bank shall only be used when: (a) the employee himself/herself is stricken with a major illness as determined by the Village; (b) has exhausted all of his/her regular sick leave days; and (c) use of sick leave days from the major illness bank is specifically authorized by the Village Manager. Under no circumstances shall sick leave days accumulated in the major illness bank be used for incidental or occasional illnesses. Sick leave may only be accrued into the major illness bank while an employee's regular sick leave benefit days have reached the one hundred twenty (120) day maximum described above.

Section 7. Non-Work Related Injury, Disability or Illness. When a non-probationary employee suffers a non-work related injury, disability or illness, and exhausts all of his or her accrued benefit time (including sick leave, vacation compensatory time and personal business days), the employee may apply to the Village Manager for a temporary unpaid disability leave. Approval or disapproval of such a request shall be at the Village's sole discretion. The Village retains the sole right to determine the duration, terms and conditions of any such temporary unpaid disability leave. If an employee is not granted a temporary unpaid disability leave under this Section following the employee's exhaustion of all such accrued leave benefits, then the employment relationship between the Village and the employee may be terminated for all purposes, and the employee shall not have any recall rights. If the Village approves a temporary

unpaid disability leave, then while on such a leave an employee may be afforded the opportunity to continue their coverage under any existing group health, dental and/or life insurance programs then in effect, subject to the specific provisions of the applicable insurance programs or plans.

If an employee is deemed by the Village to be permanently disabled and/or unable to perform the duties of his or her regular position as the result of an off-the-job injury, disability or illness, then the employee shall be terminated effective as of the date of such decision by the Village Manager. Under such circumstances, any unused accrued vacation or personal days will be paid to the employee upon his or her termination.

No employee who is on a temporary unpaid disability leave shall be eligible to earn any benefits during the period of the leave, including but not limited to, sick leave, vacation, compensatory time, personal business and/or holidays.

Section 8. Special Leaves Without Pay. An employee may, upon written request to the Director of Public Works, be granted at the Village's sole discretion a special unpaid leave of absence under such terms and conditions as the Village may establish.

Section 9. Unauthorized Absence. Any unauthorized absence from work during assigned work hours shall be grounds for disciplinary action. An absence of three (3) or more consecutive work days without notification by an employee to his or her immediate non-bargaining unit supervisor shall be considered an abandonment of position and shall result in the automatic termination of the employment relationship.

Section 10. Non-employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in such employment elsewhere (including self employment) while on any

leave of absence provided in this Article or Agreement may be immediately terminated by the Village.

ARTICLE XI

VACATIONS

Section 1. Vacation Leave. An employee shall be eligible for paid vacation time after the completion of his or her probationary period with the Village. Eligible employees shall accrue vacation leave each payroll period based upon the following schedule:

<u>Years of Continuous Service</u>	<u>Annual Vacation Leave</u>
1 through 5 years	80 hours
6 through 12 years	120 hours
13 years or more	160 hours

Section 2. Vacation Eligibility. In order to be eligible to earn vacation leave during a given payroll period, the employee must be on the active payroll and must actually work at least one-half (1/2) of his regularly scheduled hours in such payroll period. If an employee remains on the active payroll but is receiving worker's compensation for a compensable injury, then such employee may continue to accrue paid vacation leave for a period not to exceed six (6) months from the date of the employee's injury. If an employee remains in any type of unpaid pay status (excluding leave pursuant to the Family and Medical Leave Act) for five (5) or more consecutive work days, then such employee shall not be eligible to earn any further vacation leave so long as he or she remains in any type of unpaid pay status.

Section 3. Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the pay day immediately preceding the employee's vacation.

Section 4. Vacation Scheduling. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference being made on the basis of an employee's length of continuous service. It is expressly understood that the final right to designate all vacation periods and the maximum number of employee(s) who may be on vacation

at any time is exclusively reserved by the Village Public Works Director in order to ensure the orderly performance of services provided by the Village.

Section 5. Vacation Accumulation. An employee must utilize vacation time during the year in which it is earned. Unused vacation time will be forfeited if it is not used during the year in which it is earned, unless the Village Manager or his designee has expressly approved the carry over of accumulated vacation. An employee may not utilize vacation before it has actually been accrued.

Section 6. Pay Upon Termination. Employees shall receive compensation for all earned, unused vacation as of the employee's date of termination.

ARTICLE XII

HOLIDAYS

Section 1. Designation of Holidays. The following days shall be considered paid holidays during the term of this Agreement:

New Year's Day (January 1st)
Presidents Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Thanksgiving Day (Fourth Thursday in November)
Friday After Thanksgiving
Christmas Eve Day (December 24th)
Christmas Day (December 25th)

If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. If a holiday falls on a Saturday, the previous Friday shall be observed as the holiday.

Section 2. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his full scheduled working day immediately preceding and immediately following the holiday unless proof of sickness or excusable absence is established to the satisfaction of the Director of Public Works. Employees who are suspended, who are on disability leave (excluding leave pursuant to the Family and Medical Leave Act), who are on pension, or any other inactive payroll status shall not be eligible for holiday pay.

Section 3. Pay for Holiday Work. If the Village requires an employee to work on a recognized holiday, then said employee shall be paid two (2) times his regular straight-time hourly rate of pay for all hours worked on said holiday. For the purposes of this section only, recognized holidays are designated as follows: New Years Day (January 1), Presidents Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November),

Friday after Thanksgiving Day, Christmas Eve (December 24), and Christmas Day (December 25). In addition, if the holidays designated above fall on the same day as the Village observed holiday, the employee shall receive his regular holiday pay, providing the employee meets the eligibility requirements under Section 2 of this Article.

ARTICLE XIII

WAGES

Section 1. Wage Adjustments. Retroactive to May 1, 2007 the existing hourly rate for each eligible bargaining unit employee shall be increased by three and three quarter percent (3.75%), subject to the salary ranges set forth in Appendix A.

Effective May 1, 2008, the existing hourly rate for each eligible bargaining unit employee shall be increased by four percent (4.0%), subject to the salary ranges set forth in Appendix B.

Effective May 1, 2009, the existing hourly rate for each eligible bargaining unit employee shall be increased by four percent (4.0%), subject to the salary ranges set forth in Appendix C.

The minimum and maximum hourly rates for bargaining unit employees in each job classification for each fiscal year covered by this Agreement are set forth on Appendices A, B C of this Agreement.

There shall be no wage adjustments during negotiations for a successor agreement.

Section 2. New Hires. The Village retains the sole right to determine the starting hourly rate for any employee hired after the date this Agreement becomes effective.

ARTICLE XIV

INSURANCE

Section 1. Hospitalization, Medical, Dental and Life Insurance Coverage. The Village maintains a group medical, major medical and hospital insurance program for all regular full-time employees of the Village. The Village shall provide group comprehensive major medical and hospital insurance for all employees covered by this Agreement and their eligible dependents as prescribed within the terms and conditions of the policy in effect and the conditions listed below. Coverage is effective on the first day of the second month following the first day of work. The Village reserves the exclusive right to alter or amend group medical insurance based on changes in coverage or insurance cost. However, employees covered by this Agreement will, during the term of this Agreement receive identical coverage provided to all other non-bargaining unit , covered full-time Village employees, , as the same may be changed from time to time. Open enrollment notices shall be posted on the Public Works bulletin board, or otherwise distributed to employees.

Section 2. Insurance Cost Allocation. During the term of this Agreement, each employee shall pay the same monthly premium or rate established for employee hospitalization and medical insurance under the applicable plan as the amount paid by other non-bargaining unit, covered full-time Village employees, as the same may be changed from time to time. In the alternative, if an employee elects hospitalization and medical insurance coverage for the employee's eligible dependents, then the employee shall pay the same monthly premium or rate established for family coverage, i.e., the employee and the employee's eligible dependents, under the applicable plan as the amount paid by other non-bargaining unit, covered full-time Village employees, as the same may be changed from time to time. If an employee elects dental insurance coverage provided under Section 1 for his or her eligible dependents, the employee

shall continue to pay 50% of the monthly premium or rate for such coverage. The Employer will pay the full premium for life insurance coverage provided under Section 1 of this Article.

The amount of the employee's contributions required under this Section shall be deducted from the employee's pay check. Employee contributions required under this Section shall be in addition to employee deductibles or cost sharing required under the applicable Village insurance plan.

Section 3. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains the same as those provided to other non-bargaining unit, covered full-time Village employees. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 4. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies or plans referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies or plans. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy or plan and shall not be subject to the grievance procedure set forth in this Agreement; provided, however, any employee who has a question concerning coverage may present it to the Village Manager and the Village Manager shall, in turn, make appropriate inquiry and shall advise the employee of the status of the matter.

ARTICLE XV

UNIFORMS AND EQUIPMENT

Section 1. Uniforms. If an employee is required to wear a uniform, then the Village will provide such uniform to the employee upon initial hire. Thereafter, the Village shall provide replacement uniforms and equipment to the employee, as determined necessary by the Director of Public Works or his designee. Except as otherwise provided herein, an employee shall be responsible for the care and cleaning of any uniforms and equipment provided by the Village. The Village will be responsible for cleaning uniforms provided to employees in the position classification of Mechanic and Waste Water Treatment Operators.

The need for a uniform, and the definition of a uniform, shall be determined exclusively by the Director of Public Works or his designee. All uniforms or equipment purchased by the Village shall remain the property of the Village. Any or all employees who fail to report to work in a presentable manner or in accordance with uniform standards set by the Director of Public Works may be sent home without pay for the day, and shall be subject to additional discipline for repeat offenses.

If an employee has a fitness problem with his or her uniform or personal protective equipment (PPE), he shall inform the Village of that fact. To the extent practicable, the Village will attempt to provide a suitable fitting uniform or PPE for such employee, through alterations or contacting alternate vendors or other means.

Section 2. Safety Shoe Program. Once each fiscal year, an employee covered by this Agreement shall be afforded an opportunity to purchase one (1) pair of safety shoes from a vendor selected by the Village, or a vendor selected by the employee so long as the safety shoes meet requirements set by the Village. The Village will pay up to One Hundred Fifteen Dollars (\$115.00) each fiscal year, towards the cost of an employee's safety shoes. The Village reserves

the right to require any or all employees to wear safety shoes during working hours, including call out situations. Employees are required to maintain their safety shoes in a reasonable fashion.

The Village will replace safety shoes purchased under this Section during a fiscal year if they are damaged in the line of duty. This determination shall be made exclusively by the Public Works Director.

If an employee resigns or is terminated prior to completion of his or her probationary period, then such employee must reimburse the Village for the safety shoe purchase allowance provided for under this Section.

Section 3. Tool Insurance. The Village will continue to pay the cost of obtaining insurance for tools owned by employees whose regular job classification is "mechanic." The extent of coverage under any tool insurance policy obtained by the Village shall be governed by the terms and conditions set forth in said policy. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy, and shall not be subject to the grievance procedure set forth in this Agreement.

Section 4. Tool Allowance. Effective May 1, 2005 each employee in the job classification of Mechanic shall be paid Four Hundred Fifty Dollars (\$ 450.00) as a tool allowance. The employee shall apply this allowance towards the purchase of those tools necessary for the employee to perform his job duties as a Mechanic.

Section 5. Prescription Safety Glasses. Once every three years, commencing May 1, 2004, the Village will reimburse an employee for fifty percent (50%) of the actual cost of one pair of approved prescription safety glasses. Such safety glasses must then be worn at all times during work hours by the employee.

The Village will replace or repair one pair of prescription safety glasses purchased under this Section during a fiscal year if they are damaged in the line of duty. This determination shall be made exclusively by the Public Works Director.

ARTICLE XVI

MISCELLANEOUS

Section 1. Effects of Layoff. During the term of this Agreement, if the Village exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the medical insurance in effect at the time he is laid off by paying, in advance, the full applicable monthly premium for his or her individual insurance coverage. If an employee opts to maintain his or her medical insurance under this section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff. Employee rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan.

Section 2. Physical Fitness Program. In order to maintain and improve efficiency in the Public Works Department, to protect the public and to reduce insurance costs and risks, the Village may establish a physical fitness program, which shall include individualized goals. While employees may be required to participate in any such program, no employee will be disciplined for failure to meet any goals that may be established as long as the employee makes a good-faith effort to meet such goals. Before any such program is implemented, the Village shall review and discuss the program at a meeting of the labor management committee.

Section 3. Tuition Reimbursement. During the term of this Agreement, the Employer will continue to provide a tuition reimbursement program to eligible bargaining unit employees. The tuition reimbursement program shall be the same as the program offered by the Village to other non-represented, non-professional employees, as the same may be changed from time to time by the Village. To be eligible for any benefits under the program, an employee's participation must be approved in advance by the Village Manager or his designee.

Section 4. **Attendance at Conferences.** If an employee receives advance approval from the Director of Public Works to attend a conference, seminar, technical meeting and/or training program, then the employee may be paid by the Village for time spent at such a meeting, but only at the employee's straight-time hourly rate for hours the employee would otherwise have worked in his or her regular work schedule.

Section 5. **Physical Examination.** If, at any time, there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence of five (5) or more days, the Village may require, at its expense, that the employee have a physical and/or psychological examination by a qualified and licensed physician or other medical expert designated by a physician selected by the Village. The Village Manager may subsequently require an employee to conform to the recommendations of the physician or the physician's designee as a condition of continued employment. If a physician (or his designee) selected by the Village shall determine that an employee is unfit to perform the duties of his or her position, the Village Manager may, at his discretion, place the employee on a temporary unpaid disability leave as described in Article X, Section 6.

Section 6. **Light Duty.** The Village may require an employee who is on a paid or unpaid leave of absence, or receiving workers' compensation benefits, to return to work in an available light duty assignment that the employee is qualified to perform, provided that the Village's physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within four (4) months. The terms and conditions of the light duty assignment, including wages and hours, shall be determined exclusively by the Village

Manager or his designee. It is agreed that a light duty assignment need not necessarily be confined to the Village Public Works Department. Generally, a light duty assignment under this Section shall not exceed one hundred twenty (120) days. The Village reserves the right to terminate any light duty assignment at an earlier time if the Village's physician determines that an employee is capable of returning to his or her normal job duties.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within one hundred twenty (120) days, the Village retains the right to terminate the employee's light duty assignment.

Nothing herein shall be construed to require the Village to create a light duty assignment for an employee. Employees will only be assigned light duty assignments when the Village determines that the need exists and only as long as such need exists.

Nothing in this Section shall effect the statutory rights of the Illinois Municipal Retirement Fund in dealing with an employee on a disability pension.

Section 7. Outside Employment. No employee shall be employed by an employer other than the Village, nor shall he or she contract for or accept anything of value in return for services, nor shall he or she otherwise be self-employed for remuneration, without the prior written approval of the Director of Public Works or his designee. If an employee desires to hold an outside job, including self-employment, the employee shall apply in writing to the Director of Public Works for approval. (Also, an employee, upon request, shall verify previously approved outside employment.) In addition, the employee shall promptly notify the Village, in writing, of any significant change in any outside or secondary employment, e.g., a different employer, significant increase in hours, change in duties, etc. Such application will normally be approved or denied within ten (10) working days after submission. If outside employment, including

self-employment, has previously been approved or permitted by the Village, and if it later appears that such outside employment may constitute a conflict of interest or may be infringing upon an employee's ability to perform their assigned duties for the Village, then the Village reserves the right to require an employee to discontinue such outside employment, including self-employment, as a condition of continued employment by the Village.

Section 8. Discipline. The Village shall not discharge any post-probationary employee without cause. The Village shall not suspend any post-probationary employee without pay for more than three (3) days during any twelve (12) month period without cause. The procedure set forth in Article VII (Grievance Procedure) shall be the sole and exclusive procedure for resolving any grievance or dispute involving an alleged violation of this section. It is expressly understood that the procedures set forth in Article VII (Grievance Procedure) completely replace (and are not in addition to) any appeal process of the Village Personnel Board or of any other Board, commission or agency of the Village, and further, that employees covered by this Agreement shall not have any recourse to any such appeal process with respect to any disciplinary matters.

A non-probationary employee may grieve a suspension of three (3) days or less within a twelve (12) month period, but such a grievance shall not be subject to arbitration, i.e., the Village Manager's decision at Step 3 of the grievance procedure shall be final and binding upon the parties. Lesser forms of discipline shall not be subject to the grievance and arbitration procedure.

Section 9. Contracting Out. The Village reserves the right to contract out work. Except when an emergency situation (including natural and/or man-made disasters) exists, before the Village contracts out work which would result in the layoff of existing bargaining unit

employees, the Village will notify the Union and offer the Union an opportunity to discuss the matter before the date any existing bargaining unit employee is laid off as a direct result of such contracting out. Once the Union has been afforded the opportunity to discuss the matter, however, the Village retains the right to contract out the work.

Section 10. Job Posting. If there is a permanent vacancy in a bargaining unit position which the Village decides to fill, then a notice of such vacancy will be posted on a bulletin board in the Public Works Department for five (5) calendar days. During the posting period, the Village may temporarily fill the position. Any employee interested in applying for the vacancy must file a statement of interest in the vacant position with the Village Human Resource Director not later than the fifth calendar day on which the notice is posted. Even though a job opening has been posted, the Village retains the final right to determine whether or not the opening should be filled, and by whom.

Section 11. Family and Medical Leave Act of 1993. The parties agree that the Employer may alter, adopt and enforce policies in compliance with the Family and Medical Leave Act of 1993 ("FMLA").

Section 12. Americans With Disabilities Act. The parties agree that the Employer may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Americans With Disabilities Act ("ADA") in order to be in compliance with the ADA.

Section 13. Wellness Benefit. An employee may voluntarily elect to undergo an annual Wellness exam by a medical doctor selected by the Village. Requests to schedule such exams shall be submitted to the Human Resources Department. The nature and extent of the exam will be determined by the doctor selected by the Village, and may vary depending upon the

employee's age. The Village will pay the costs of such a exam under this Section. Such wellness exam results will be submitted to the employee for consideration. Voluntary requests for a wellness exam under this Section shall not be construed as a limitation upon the Village's right to require medical examinations under other provisions of this Agreement.

Section 14. Village Safety Committee. If an employee is directed to appear before the Village Safety Committee to answer questions which the employee reasonably believes may lead to discipline of himself or herself, then such employee may, upon request, be accompanied by a Union representative.

Section 15. CDL Requirement. In addition to those employees currently required to possess a commercial drivers license (CDL), all bargaining unit employees shall obtain a CDL not later than June 30, 2008, and maintain such licensure as a term or condition of continued employment. Following the effective date of this Agreement, the Village will reimburse an employee for the fee paid to the State of Illinois Secretary of State for obtaining or renewing their CDL.

Section 16. Personnel Files. The Village agrees to abide by the lawful requirements of the "Personnel Records Review Act," 820 ILCS 40/1 – 40/13 as amended. Any alleged violation of this Section shall not be subject to arbitration under Article VII of this Agreement.

ARTICLE XVII

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XVIII

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the Village is considering changing during the term of this Agreement.

ARTICLE XIX

DURATION AND TERM OF AGREEMENT

Section 1. Termination in 2010. This Agreement shall be effective upon execution and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2010. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

In Witness Whereof the parties have hereunto set their hands and seals this X ^{6th} day of Dec, 2007.

VILLAGE OF HANOVER PARK

TEAMSTERS LOCAL UNION NO. 714

By: [Signature]

Village President

By: _____

President

By: [Signature]

Village Manager

By: [Signature]

Business Representative

Attest: [Signature]

Village Clerk

[Signature] 12-507

EXHIBIT 1

CHECKOFF AUTHORIZATION

I hereby authorize the Village of Hanover Park to deduct from my pay the uniform dues of Teamsters, Local 714 and to remit said amounts directly to the Union on my behalf. I understand that I may revoke this authorization at any time, by providing at least thirty (30) days advance written notice of the revocation to the Village.

Print Name

Signature

Date:_____

SIDE LETTER

This document shall constitute a side letter reflecting an agreement between the Village of Hanover Park, Illinois ("Village") and Teamsters, Local 714 ("Union"). This side letter shall be in effect for the term 2007-2010 collective bargaining agreement between the parties. The parties hereby agree as follows:

1. The Village may require an employee to submit to a urinalysis test and/or blood tests if the Village determines there is reasonable individualized suspicion for such testing. Drug testing may also be required when an employee is directly involved in any work-related incident which has resulted in personal injury or property damage. There shall be no random testing, except as legally required for persons who are required to hold a CDL in connection with their employment by the Village, or as otherwise agreed in a specific instance between an employee and the Village.
2. Use of proscribed (i.e. illegal) drugs at any time while employed by the Village, abuse of proscribed drugs, as well as having alcohol or proscribed drugs in the blood while on duty shall be cause for discipline, including discharge.
3. The Village shall continue to provide employees with an employee assistance program (EAP) similar to that which exists on the effective date of this Agreement.
4. Notwithstanding the foregoing, any and all bargaining unit employees shall be subject to random drug and alcohol testing consistent with the Department of Transportation rules governing drug and alcohol testing and/or implementation of the Omnibus Transportation Employee Testing Act of 1991 (Testing Act). The Village may take all steps necessary to comply with drug and alcohol testing required by the Testing Act.

VILLAGE OF HANOVER PARK



TEAMSTERS, LOCAL 714


Barbara Cornett 12-4-07
 12-5-07

SIDE LETTER

This document shall constitute a side letter reflecting an agreement between the Village of Hanover Park, Illinois ("Village") and Teamsters, Local 714 ("Union"). This side letter shall be effective during the term of the 2007-2010 collective bargaining agreement between the parties. There parties hereby agree as follows:

1. Bargaining unit employees temporarily assigned to a position outside of and higher than, their current pay range shall receive a 5% temporary pay differential while performing out-of-range duties. Such assignments will be determined solely by the Village and must be for a minimum duration of two consecutive workweeks.
2. Bargaining unit employees who are appointed as temporary supervisors will perform all supervisory functions, other than administering discipline.
3. Bargaining unit employees may, at their option, resolve emergency call-outs either by coming in to physically check the system or by connecting to the system via a laptop computer link. Employees who respond to alarms via the laptop computer link, shall receive a minimum of 1 hour of pay or the actual time worked, whichever is greater, at 1.5 times his/her straight hourly rate.
4. There will be no pyramiding of call-in pay. Employees who respond to emergencies via the laptop link shall not be eligible for the Call In Pay provision in Article 6, Section 7 of the collective bargaining agreement. However, should an employee, upon connecting to the system via the laptop, determine that an on-site response is necessary, then that employee would be eligible for the minimum Call In Pay, as provided in Article 6, Section 7, plus the actual time spent on line, but not the minimum pay provided in Item 3 above.
5. Bargaining unit employees who monitor the water system on weekends and holidays via the laptop computer link may do so up to three (3) times per day without prior authorization from their immediate supervisor. Prior authorization is required for additional monitoring, unless they are responding to an emergency alarm or call. Such self-initiated monitoring will be compensated at a minimum of a ½- hour pay or the actual time worked, whichever is greater, at 1.5 times his/her straight hourly rate. Such employees shall not be eligible for the Call In Pay provision in Article 6, Section 7 of the collective bargaining agreement.
6. This side letter shall be in effect for the term of the 2007-2010 Agreement.

AGREED:

VILLAGE OF HANOVER PARK



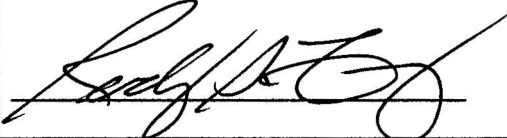
TEAMSTERS, LOCAL 714

Barbara Cornett 12-4-07
 12-5-07

SIDE LETTER

This is a side letter to the 2007-2010 collective bargaining agreement between the Village of Hanover Park, Illinois ("Village") and Teamsters, Local 714 ("Union"). The parties hereby agree as follows:

1. In the event a major structural remodeling of the public works facility occurs in the future, the Village Director of Public Works will recommend the creation of an employee lunchroom to the Village Board.
2. This Side Letter shall be in effect for the term of the 2007-2010 collective bargaining agreement between the parties.

VILLAGE OF HANOVER PARK 	TEAMSTERS, LOCAL 714  12-4-07
---	---

 12-5-07

MEMORANDUM OF AGREEMENT

This is a Memorandum of agreement between the Village of Hanover Park, Illinois ("Village") and Teamsters, Local 714 ("Union"). This Memorandum of Agreement shall be in effect for the term of the 2007-2010 collective bargaining agreement between the parties. The parties hereby agree as follows:

1. In addition to the wage increases provided for in the 2007-2010 collective bargaining agreement, the Village may provide additional wage increases to any or all bargaining unit employees, provided that if the Village determines that an employee's wage rate needs to be increased due to market conditions, the Village will provide the same or similar increase to employees in the same job classification and division who the Village determines are likewise under-paid. Such adjustments by the Village may include increases to minimum and maximum hourly rates for job classifications.

2. This Memorandum shall expire when the 2007-2010 Agreement is terminated.

VILLAGE OF HANOVER PARK



TEAMSTERS, LOCAL 714



**Village Of Hanover Park
Public Works Collective Bargaining Unit
Proposed Employer Pay Plan**

APPENDIX A

Base Pay Plan - 5/1/2007	Minimum	Maximum
Maintenance Worker, Building Maintenance Worker, Groundskeeper, Automotive Technician, WW Operator Trainee	\$ 19.49	\$ 26.56
	\$ 40,529.32	\$ 55,240.12
Building Maintenance Worker II & Equipment Operator	\$ 20.85	\$ 28.42
	\$ 43,366.37	\$ 59,106.93
Wastewater Treatment Operator & Water Supply Operator	\$ 22.31	\$ 30.41
	\$ 46,402.02	\$ 63,244.41
Mechanic	\$ 23.87	\$ 32.53
	\$ 49,650.16	\$ 67,671.52

APPENDIX B

Base Pay Plan - 5/1/2008	Minimum	Maximum
Maintenance Worker, Building Maintenance Worker, Groundskeeper, Automotive Technician, WW Operator Trainee	\$ 19.97	\$ 27.62
	\$ 41,542.55	\$ 57,449.72
Building Maintenance Worker II & Equipment Operator	\$ 21.37	\$ 29.55
	\$ 44,450.53	\$ 61,471.21
Wastewater Treatment Operator & Water Supply Operator	\$ 22.87	\$ 31.62
	\$ 47,562.07	\$ 65,774.19
Mechanic	\$ 24.47	\$ 33.84
	\$ 50,891.41	\$ 70,378.38

APPENDIX C

Base Pay Plan - 5/1/2009	Minimum	Maximum
Maintenance Worker, Building Maintenance Worker, Groundskeeper, Automotive Technician, WW Operator Trainee	\$ 20.47	\$ 28.72
	\$ 42,581.12	\$ 59,747.71
Building Maintenance Worker II & Equipment Operator	\$ 21.90	\$ 30.74
	\$ 45,561.80	\$ 63,930.05
Wastewater Treatment Operator & Water Supply Operator	\$ 23.44	\$ 32.89
	\$ 48,751.12	\$ 68,405.16
Mechanic	\$ 25.08	\$ 35.19
	\$ 52,163.70	\$ 73,193.52