

AGREEMENT

between

VILLAGE OF ORLAND PARK

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 399

May 1, 2004 - April 30, 2008

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF ORLAND PARK (hereinafter referred to as the "Village" or the "Employer") and the INTERNATIONAL UNION OF OPERATING ENGINEERS (hereinafter referred to as "IUOE" or the "Union") on behalf of its affiliated LOCAL 399, 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 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

Section 1.1. Union Recognized. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the bargaining unit described below:

Included Employees: All full-time secretarial and clerical employees.

Excluded Employees: Administrative Assistant to Village Manager, Administrative Assistant to Mayor, Assistant Village Clerk, Administrative Assistant to Chief of Police, Administrative Assistant to Director of Public Works, Administrative Assistant to the Director of the Finance Department, Administrative Clerk (Formerly Clerk Typist II) assigned to the Village Manager's Office, all part-time employees, supervisory, confidential, and managerial employees as defined in the Illinois Public Labor Relations Act and all other Village employees.

Section 1.2. Classification Not Guaranteed The classifications or job titles used above are for descriptive

purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Employer. Position classification description of duties shall be defined to read "performs other duties as required or assigned which are reasonably within the scope of the duties enumerated herein."

Section 1.3. New Classifications The Employer shall promptly notify the Union of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.

If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this bargaining unit, and the Union notifies the Employer of a desire to meet within ten (10) days of its receipt of the Employer's notice, the parties will then meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit, the Employer shall be free to implement its decision and the Union shall be free to challenge that decision before the Illinois State Labor Relations Board. If the inclusion of the proposed classification is agreed to by the parties or found appropriate by the Illinois State Labor Relations Board, the parties shall then negotiate as to the proper rate of pay for the classification with the Village free to assign a temporary rate pending resolution of negotiations. Article XVI, No Strike-No Lockout, shall continue in effect during these negotiations. If the parties fail to reach agreement in their negotiations, Management may institute its rate and the Union may file a grievance at Step 3 of the grievance procedure within ten (10) calendar days of notification of Management's decision. An arbitrator shall not change management's rate unless it is clearly unreasonable.

Section 1.4. 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 1.5. Gender Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

Section 1.6. Dignity and Respect The Employer and the Union will recognize and respect each other's dignity and the dignity of all employees.

ARTICLE II

UNION SECURITY AND RIGHTS

Section 2.1. Dues Checkoff While this Agreement is in effect, the Village will deduct from each employee's pay check once each pay period an amount no more than the appropriate portion of the regular monthly Union dues for each employee in the bargaining unit for whom there is on file with the Village a voluntary, effective checkoff authorization in the form set forth in Appendix A of this Agreement. The amounts so deducted shall be forwarded monthly by the Village within twenty (20) calendar days of the deduction, to the Union at the address designated by the Union, together with a list of names (and amounts) for whom deductions have been made. The actual amount deducted, as determined by the Union, shall be the same amount for each employee in order to ease the Employer's burden of administering this provision. If the employee has no earnings due for that pay period, or if the employee is on disability or receiving workers' compensation, the Union shall be responsible for collecting said dues. The Union agrees to refund to the employee any amount paid to the Union in error on account of this dues deduction provision. The Union may change the fixed, uniform dollar amount, which shall be considered the regular monthly dues 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 Union dues to be deducted.

Section 2.2. Fair Share Deductions Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees (see Appendix A). The aggregate deductions of the employees and a list of their names, addresses and social security numbers shall be remitted monthly to the Union at the

address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

Section 2.3. Religious Exemption Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 2.4. Notice and Appeal The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 2.5. Union Indemnification The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

Section 2.6. Union Access One Union representative, and his or her successor(s) 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 representative 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 may visit with employees during their non-working periods if such visit does not disturb the work of any employees who may otherwise be working.

Section 2.7. Union Bulletin Boards The Village will make available appropriate space for the posting of official Union notices of a non-political, non-inflammatory nature on existing Village bulletin boards where bargaining unit employees normally work. The Union's use of the designated bulletin boards for such purpose 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;
- (d) Notice of Union meetings, committee meetings and reports and minutes of said meetings; and
- (e) If the Union desires to post any other information or material, the Union shall first submit the same to the Village Manager or his designee for approval. The Village Manager or his designee shall only disapprove of a posting if he determines that the information or material submitted is of a partisan, political or defamatory nature.

The Union will limit the posting of Union notices on Village premises to such bulletin boards. The Union's Spokesperson shall be identified in writing by the Union within thirty (30) days of the execution of the Collective Bargaining Agreement and shall be the sole union official authorized to post notices on such bulletin boards, and one (1) such official shall date and initial all such postings.

Section 2.8. Information to the Union On a quarterly basis, the Village shall make accessible to the Union written information concerning new hires, layoffs, promotions, transfers, recalls from layoffs, suspensions, discharges and terminations which directly pertain to bargaining unit employees. This information shall consist of the name of the employee, nature of action taken, and the effective date of said action.

ARTICLE III

MANAGEMENT RIGHTS

Section 3.1. Management Rights Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct the affairs of the village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to determine the workweek of employees and to establish the starting and ending times of the workday; to assign or to

transfer employees within the Village; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to lay-off or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract out for goods and services; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; 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 Board of Trustees or 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 immediately 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 IV

REST PERIODS

Section 4.1. Rest Periods All employees' work schedules shall provide for rest periods which each Department has traditionally done in the past and will continue to do so.

ARTICLE V

SUBCONTRACTING

Section 5.1. General Policy It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the

interest of efficiency, economy, improved work product or emergency.

Section 5.2. Notice of Discussion Except where an emergency situation (including natural and/or man-made disasters) exists, before the Village subcontracts work in a general area, where such subcontracting would result in the loss of any existing bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to meet and discuss the desirability of subcontracting such work. Such discussion may include, among other items, the availability of bargaining unit employees and equipment, and the relative economic costs.

ARTICLE VI

MEAL PERIODS

Employees will be allowed, with the approval of their supervisor, to use alternate work hour schedules.

All employees shall be granted a minimum thirty (30) minute unpaid meal period during each work shift. This meal period shall be taken at a time approved in advance by an employee's immediate supervisor outside the bargaining unit. Time granted for meal periods shall include any travel time utilized by the employee during the meal period. When appropriate, the meal period shall be scheduled at the middle of each shift or regular work day.

Subject to the foregoing conditions, the Employer shall provide an unpaid one-half (1/2) hour meal period to any employee who is requested to, and does, work four (4) hours beyond his regular quitting time. The employee shall be furnished additional unpaid meal periods of one-half (1/2) hour each every eight (8) hours thereafter while he continues to work. In all instances, the employee will buy the meal.

If the employee is requested to and does work through his meal period, the employee will be given a later meal period or equivalent time off during the shift. If the employer schedules the missed meal period in the last thirty (30) minutes of the shift at the employer's option, the employer may allow the employee to leave. If the employer is unable to reschedule the meal period, the employer will pay the employee one and one-half (1 1/2) times the employee's regular hourly rate of pay for the meal time missed.

ARTICLE VII

HOLIDAYS

Section 7.1. Holidays The following are paid holidays for eligible employees:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

Section 7.2. Floating Holidays Effective on and after January 1, 1998, eligible employees shall be entitled to two (2) floating holidays during each calendar year. This floating holiday is a regular day off with pay. Employee requests to utilize floating holidays under this section shall be submitted in advance to the Department Director or his designee for approval and may only be taken in full day increments.

Section 7.3. Holidays on Weekends Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. When any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 7.4. Holiday Pay For each such holiday, when not worked, an eligible employee shall receive eight (8) hours pay at his regular straight-time hourly rate. For each such holiday in fact worked an eligible employee shall receive eight (8) hours holiday pay and one and a half (1-1/2) times his regular straight-time hourly rate for all hours worked.

Section 7.5. Eligibility Requirements In order to be eligible for holiday pay, the employee must work the employee's regularly scheduled work day immediately preceding and immediately following the holiday, unless the employee is on a previously authorized absence or can provide proof of illness or an otherwise acceptable absence is established to the satisfaction of the Village.

Section 7.6. Holiday Hours for Overtime Purposes For the purpose of computing overtime, all holiday hours worked or

unworked for which an employee is compensated shall be regarded as hours worked.

Employee Exclusion. The provisions of this Article are not applicable to those bargaining unit employees regularly scheduled to work less than forty (40) hours per week.

ARTICLE VIII

SENIORITY

Section 8.1. Definitions Unless stated otherwise, seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service as a full time employee with the Village since the employee's last date of hire.

Section 8.2. Application of Seniority This provision shall govern filling of vacancies in the bargaining unit. In the event there is a permanent vacancy in a bargaining unit classification which the Village desires to fill or in the event the Village creates a new bargaining unit classification, notice of such vacancy shall be posted for five work days. The Village shall determine qualifications necessary for an employee to hold a bargaining unit position. During the posting period, non-probationary employees may apply for the vacancy on forms supplied by the Village. The Village may also advertise the position and accept applications from persons not employed by the Village.

The Village will select a qualified bidder or applicant based upon qualifications, which shall be determined by the Village based upon factors including, but not limited to, examinations and interviewing. In addition, where qualifications among bidding bargaining unit employees are relatively equal, the senior bidder shall be selected. If, in the judgment of the Village, a non-bargaining unit employee (outside bidder) is demonstrably more qualified than a current Village employee bidding for the vacancy, the Village may hire the outside bidder.

The Village may temporarily fill a vacancy while it is applying the procedure specified under this Section. An employee who is promoted pursuant to the job posting procedure shall observe a trial period on the new job which shall not exceed six months. The Village has the sole discretion to remove the employee during the trial period and in such event

the employee shall be returned to his former classification, seniority permitting, or transferred to another classification.

Section 8.3. Termination of Seniority Seniority and the employment relationship will be terminated when an employee:

- (a) quits; or
- (b) retires or is retired; or
- (c) is laid off for a period in excess of one (1) year; or
- (d) is discharged for just cause.

The parties agree the following reasons, among others, constitute cause for discharge when an employee:

- 1) is absent for three (3) consecutive working days without notifying the Village;
- 2) is laid off and fails to notify the Village Manager or his designee of his intention to return within five (5) days after receiving notice of recall or who fails to return at the designated time;
- 3) does not report to work within forty-eight (48) hours after the termination of an authorized leave of absence.

Section 8.4. Probationary Period -- New Employees 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. The Employer may extend an employee's probationary period at its discretion, if a probationary employee is absent for a period in excess of three (3) consecutive days. The extension shall not exceed one (1) month or the total number of days an employee was absent during the initial probationary period, whichever is greater. During the employee's probationary period, the employee may be represented by the Union except in cases of dismissal.

A probationary employee shall not have seniority and may be terminated at the sole discretion of the Village, and such action shall not be subject to the grievance or arbitration procedure of this Agreement and does not require notice. After completion of the probationary period, an employee's seniority shall date back to the most recent date of hire and the employee's name shall be added to the seniority roster.

Section 8.5. Seniority List The Village shall maintain and keep current a seniority roster noting the date of hire and

current position by Division and job title and/or classification for all employees covered by this Agreement. A copy of this roster shall be posted at the time this Agreement becomes effective and an updated copy of the seniority roster shall be posted every twelve months by the Employer. The Union president or his designee shall be supplied with a copy of each roster which is so posted. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village Manager in writing within fifteen (15) working days after the seniority list is posted. However, the Village may correct a mistake in the seniority list after the fifteen (15) working days have expired when such a mistake is brought to the Village's attention, but such correction shall not affect in any way any action taken by the Village based upon the original seniority list or result in any liability on the Village's part for any action based on the original seniority list.

Section 8.6. Layoff and Recall Notwithstanding any other provisions contained herein to the contrary, the Village in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. If it is determined that layoffs are necessary employees will be laid off in the following order:

- (a) probationary employees; and
- (b) part-time employees not included in the bargaining unit who regularly perform the same duties as bargaining unit employees; and
- (c) bargaining unit employees regularly working less than forty (40) hours per week; and
- (d) in the event of further reductions in force, employees will be laid off from their affected job classification and Division and/or Branch in accordance with their seniority, skill and ability to perform the remaining work without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least job classification seniority within the Division and/or Branch will be laid off first.

Employees who are laid off shall be placed on a recall list for a period of one (1) year. 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 and Division and/or Branch to which they are recalled without further training.

If an employee is recalled to a position in a lower-rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available, provided the employee has the current skill and ability to perform the work in question. Unless otherwise indicated, employees shall be compensated at the rate applicable to the job classifications to which they are recalled. The Village shall not hire new full-time employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and Division and/or Branch and are willing to be recalled to said classification and are available to perform work immediately.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Village Manager or his designee of his intention to return to work within five (5) days after receiving notice of recall. An employee's failure to notify the village of his intention to return to work within five days shall constitute a waiver of the employee's subsequent right to recall, unless otherwise mutually agreed between the Village and the Union. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Village with his latest mailing address.

An employee whose job is being permanently eliminated or who is laid off in accordance with Section 8.6 may bump the least senior employee in the bargaining unit, provided the employee who is being laid off or whose job is being permanently eliminated has the skill, qualifications and ability in the sole opinion of the Employer essential to perform the job functions of the position of the employee being bumped.

ARTICLE IX

SICK LEAVE

Section 9.1. Purpose Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Sick employees are expected to remain at home unless hospitalized or visiting their doctor. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense which may result in discipline of an employee. Sick time may also be used to care for a spouse, child, parent, family member residing at employee's home, or a medical appointment. Employees will make every attempt to schedule medical appointments at the beginning or end of the work day, if he or she cannot, the employee will give his supervisor two (2) weeks notice and the supervisor will respond in one (1) week.

Section 9.2. Allowance Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay. Employees shall be eligible for sick leave after completion of their probationary period with the Employer.

Section 9.3. Days Earned in Accumulation Employees shall be allowed to accumulate any unused sick time with no maximum accumulation restriction. Sick leave cannot be taken before it is actually earned.

Section 9.4. Rate of Payment Employees shall be paid eight (8) hours at one hundred percent (100%) of their regular, straight-time hourly rate of pay for each accumulated single day of sick leave properly utilized. The Village may require a doctor's slip attesting to an illness of three or more days immediately upon the employee's return from such leave.

Section 9.5. Notification Except as otherwise noted herein notification of absence due to sickness shall be given to the Village as soon as possible on the first day of such absence, but no later than one-half (1/2) hour after the start of the employee's work shift. Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline. Exceptions to the

notification requirements set forth in this section may be made at the discretion of the Village.

Section 9.6. Medical Examination The Village may, at its discretion, require an employee utilizing sick leave to submit at any time during such leave to an examination by a doctor or nurse designated by the Village, at the Village's expense.

Section 9.7. Abuse of Sick Leave Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline.

Section 9.8. Sick Leave Utilization All eligible employees shall be entitled to and receive compensation for eight (8) sick days annually beginning January 1st of each year. Paid time off for sick days may be used in no less than one (1) hour increments. Whenever sick time off is required for a medical appointment or treatment, the employees are responsible for notifying their supervisor in advance and providing written verification from the doctor of the employee's appointment upon return to work. Any employee who is discharged or terminates their employment forfeits all sick leave accrued benefits. In the event an employee becomes ill during the work day, he/she will be entitled to use sick leave in less than one hour increments.

Section 9.9. Sick Time Buy Back Upon an Employee's retirement, the Village will pay the retired employee the current straight time hourly rate or equivalent for every hour of sick time in excess of six hundred (600) hours, which the employee accrued.

Section 9.10. Annual Sick Leave Buy Back Effective January 1, 2001 and payable after December 31, 2001 amend as follows: The Village, on an annual basis, will pay an employee the current straight time rate hourly rate or equivalent in whole day increments for unused sick time as follows:

Eight (8) accrued and unused sick days = 3 days sick pay

Seven (7) accrued and unused sick days = 2 days sick pay

Six (6) accrued and unused sick days = 1 day sick pay

Five (5) or less accrued and unused sick days = 0 days sick pay

If an employee elects to exercise this "Annual Sick Leave Buy Back" option only the remaining unused sick days after buy back from that year will accrue towards the employee's buy back upon retirement. The specific procedures for documenting sick leave usage and making application for Annual Sick Leave Buy Back payments shall be in accordance with such orders issued from time to time by the Village Manager.

Section 9.11. Part-Time Employee Exclusion The provisions of this Article are not applicable to those bargaining unit employees regularly scheduled to work less than forty (40) hours per week.

ARTICLE X

LEAVE OF ABSENCE

Section 10.1. Application for Leave Any request for a leave of absence shall be submitted in writing by the employee to the Village Manager or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 10.2. Military Leave Military leave shall be granted in accordance with applicable law.

Section 10.3. Jury Leave Employees covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the Village. However, employees shall be permitted to retain any jury duty funds specifically designated as reimbursement for travel expenses. The Village shall compensate such employees, at their regular rate of pay, for each hour actually spent on jury duty up to eight (8) hours per day.

Section 10.4. Voting Leave Voting leave shall be granted in accordance with applicable law.

Section 10.5. Bereavement Leave One to three days leave with pay will be granted to an employee, upon approval of the Department Director, for the purposes of attending wakes and funerals of the following members of the employee's family: husband, wife, children, adopted children, mother, father, brothers, sisters, grandparents, grandchildren, step-mothers, step-fathers, step-children, step-brothers, step-sisters,

mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents-in-law, son-in-law, daughter-in-law.

An employee may be granted permission to use other available leave for additional time needed for funerals that require travel or other hardship, at the Department Director's discretion.

Section 10.6. Leave for Illness or Injury

(a) In the event an employee is unable to work by reason of illness or injury, the Village may grant a leave of absence without pay during which time seniority shall not accrue in excess of the first fifteen (15) working days for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority for the first six (6) months of leave.

(b) To qualify for such leave, the employee must report the illness, injury or inability to work as soon as the illness or injury is known, and thereafter furnish to the Department or Division Head or their designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, unless bedridden, the employee may be required to personally appear at the Employer's premises and furnish a current illness or a non-job related injury report from the attending doctor at the end of every ten (10) working days.

(c) Before returning from leave of absence for injury or illness, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned. A leave of absence for illness or a non-job related injury will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.

Section 10.7. Benefits While on Leave

(a) Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Where the leave of absence is for less than 30 days, upon return the Village will place the employee in his or her previous job, seniority permitting; if the leave of absence is for 30 days or more, the employee will be placed in

the first available opening in his job classification and Division and/or Branch or in a lower-rated classification in his Division and/or Branch according to the employee's seniority, where skill and ability to perform the work without additional training is relatively equal.

(b) If, upon the expiration of a leave of absence, there is no work available for the-employee or if the employee could have been laid off according to the layoff procedure set forth in Article IX, except for his leave, he shall go directly on layoff.

(c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent permitted under such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 10.8. 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. Employees who engage in employment elsewhere during such leave may immediately be terminated by the Village.

Section 10.9. Personal Leave Days

(a) Employees shall be granted four (4) personal leave days per calendar year. The use of personal leave time may be used in one (1) hour increments.

(b) There shall be no accrual or payment for any personal leave day not taken within the calendar year.

Section 10.10. Part-Time Employee Exclusion The provisions of this Article are not applicable to those bargaining unit employees regularly scheduled to work less than forty (40) hours per week.

ARTICLE XI

VACATIONS

Section 11.1. Eligibility and Allowances Employees shall be eligible to begin earning paid vacation allowance as of their date of hire, but no employee shall be entitled to utilize any earned vacation allowance until completion of their first year

of employment. Vacation allowance shall only accrue as of the employee's annual anniversary date of employment, i.e., upon an employee's anniversary date of employment, the employee shall become eligible to utilize vacation allowance earned during the preceding twelve-month period. (EXAMPLE: if an employee begins employment with the Village on July 1, 1988, that employee may earn up to ten (10) days of vacation during his first year of employment, but the employee will not be eligible to utilize those days until the twelve-month period commencing on July 1, 1989). Vacation allowances shall be based upon the following schedule:

Length of Continuous Service	Working Days Vacation Per Year
At least 1 year but less than 5	10 days
At least 5 years but less than 10	15 days
At least 10 years but less than 20	20 days
At least 20 years	25 days

Employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work. The amount of an employee's accumulated vacation leave above five (5) days may be used for personal business in amounts and at times designated by the employee and approved by the employee's Department or Division Head or their designee.

Section 11.2. Vacation Pay The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Unused vacation time shall be used in accordance with the Village policy for such.

Section 11.3. Emergencies Where a vacation day is needed for emergency reasons, such as unexpected family illness or attendance at an out-of-state funeral in the event of death of an immediate family member (as defined in Section 11.5) in excess of bereavement leave benefits under Section 11.5, the employee will notify the Village as soon as possible of such need. If the Village is able to arrange suitable coverage for the employee's work, the employee will be given the requested day(s) off as a vacation day(s), provided the employee has the requisite number of approved vacation day(s) available.

Section 11.4. Holiday During Vacation Period If a holiday occurs during the calendar week in which an employee takes a

vacation, the employee's vacation period shall be extended by the length of such holiday. The number of employees that will be allowed to be on vacation during the same time will be subject to the approval of the Department or Division Head. Should an emergency arise at the time of vacation all employee vacations may be canceled provided the employees' services are required.

Section 11.5. Vacation Rights in Case of Layoff or Separation Any employee who is laid off, retired or who voluntarily quits prior to taking his vacation shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation. Payment shall generally be made within thirty (30) days of separation from active employment, or sooner, when practical.

Section 11.6. Part-Time Employee Exclusion The provisions of this Article are not applicable to those bargaining unit employees regularly scheduled to work less than forty (40) hours per week.

ARTICLE XII

WAGES

Section 12.1. Wage Schedules Employees shall be compensated in accordance with the wage schedule attached to this Agreement and incorporated herein as "Appendix A B."

This compensation shall be retroactive to May 1, 2004 ~~1997~~.

The hourly rate of full-time employees and those bargaining unit employees regularly working less than forty (40) hours per week shall be determined from the applicable wage schedule by dividing the annual salary by Two Thousand Eighty Hours (2,080). The pay range (top, bottom and intervening steps) for each of the various job classifications is set forth on the applicable wage schedule.

Wage Increase 4 YR TERM

1 st Year	2 nd Year	3 rd Year	4 th Year
3.75%	3.50%	3.50%	3.50%

In addition, it is agreed, that should any AFSCME bargaining unit receive an across-the-board wage increase, or equity adjustment which covers the fourth (4th) year of this agreement and is greater than 3.5%, the hourly rate for all

classifications shall be increased by the difference between the two increases retroactive to May 1, 2007.

Section 12.2. Initial Placement on Salary Schedule The initial placement of a new employee on the salary schedule shall be determined by the Employer based on the employee's prior experience, if any, and market considerations. The step at which the new employee shall be placed shall be determined by the Employer.

Section 12.3. Pay Upon Promotion/Demotion If an employee is promoted to a higher job classification, said employee shall immediately be placed at the pay step in the higher job classification which is closest to but higher than the pay step the employee was receiving immediately prior to being promoted.

If an employee is demoted to a position within the bargaining unit, or demoted from one bargaining unit position to another, then the employee shall be compensated pursuant to the pay range which applies to his new job classification. The step at which that employee shall be placed under the new pay range shall be determined by the Employer.

Section 12.4. Step Increases A bargaining unit employee shall receive a step increase, i.e., move from one step to the next immediate step in the pay range for his job classification, on his next anniversary date of employment by the Village (or on the date of promotion or demotion, whichever occurs later), provided the employee has obtained a satisfactory or better job evaluation for the year immediately preceding said date from the Employer. Employees being paid at the last step of their pay range shall not receive a step increase unless and until they are promoted to a higher job classification, in which event they shall again be eligible for step increases provided they are not placed at the last step of the new pay range.

Effective 5-1-04 all Bargaining Unit positions will receive a \$500 base pay Equity adjustment.

Section 12.5. Pay Period The salaries and wages of employees shall be paid in accordance with the Village's current general practice which may be changed by the Village for good cause shown.

Section 12.6. Pay Rates for Higher Skills When an employee is qualified for and is temporarily required to serve and accept the responsibility for work in a more responsible position with a higher pay range, such employee may receive the

entrance rate of that position or can be advanced in the higher pay range to a level above his present rate, whichever is higher, while so assigned, subject to approval of the Village Manager or his designee. To qualify for the higher rate of pay, the temporary assignment shall be regular and continuous in character for at least seven (7) consecutive eight (8) hour working days.

Section 12.7. Longevity Pay This section applies only to those employees hired before November 20, 1997. Eligibility for longevity pay under this Section shall be determined based upon the number of years of continuous, full-time employment with the Village by an employee as of his most recent anniversary date of hire observed immediately prior to the contract year starting on May 1, 1997, and subsequent contract years starting on May 1, 1998 and on May 1, 1999. (e.g., An employee who had completed five years of continuous service in a full-time position with the Village as of the employee's last anniversary date of hire observed prior to May 1, 1997 would be eligible for the longevity payment described below commencing on May 1, 1997. Alternatively, an employee who reaches his five year anniversary date following May 1, 1997 and before May 1, 1998 would not be entitled to any monthly longevity payment under this Section until the contract year commencing on May 1, 1998.)

Eligible employees in a bargaining unit position will receive longevity pay pursuant to the following schedule:

Completed Years of Full-Time Service Prior to May 1st	Current
5 - 9	1,000
10 - 14	1,400
15 - 19	1,700
20 +	2,000

It is expressly agreed that eligibility for longevity pay shall be based exclusively upon the employee's last anniversary date of continuous service in a full-time position with the Village which occurred prior to the start of the contract year.

Notwithstanding any other provision of this Agreement, time spent working in a temporary, seasonal, six (6) month, part-time or short-term position with the Village shall not be counted when determining an employee's eligibility for longevity pay under this Section. If a non-bargaining unit employee who has already received a lump sum longevity payment subsequently becomes a member of the bargaining unit, then such employee shall not be eligible for any longevity pay under this Section until the following May 1.

Section 12.8. Longevity Pay This section applies only to those employees hired after November 20, 1997. Eligibility for longevity pay under this Section shall be determined based upon the number of years of continuous, full-time employment with the Village by an employee as of his most recent anniversary date of hire observed immediately prior to the contract year starting on May 1.

Eligible employees in a bargaining unit position will receive longevity pay pursuant to the following schedule:

10 years	\$300.00
15 years	\$500.00
20 years	\$700.00

It is expressly agreed that eligibility for longevity pay shall be based exclusively upon the employee's last anniversary

date of continuous service in a full-time position with the Village which occurred prior to the start of the contract year.

Notwithstanding any other provision of this Agreement, time spent working in a temporary, seasonal, six (6) month, part-time or short-term position with the Village shall not be counted when determining an employee's eligibility for longevity pay under this Section. If a non-bargaining unit employee who has already received a lump sum longevity payment subsequently becomes a member of the bargaining unit, then such employee shall not be eligible for any longevity pay under this Section until the following May 1.

Section 12.9. Shift Differential Effective upon ratification a shift differential of fifty cents (\$.50) per hour will be paid to bargaining unit members assigned to a permanent work schedule from 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00a.m.

A Shift differential of 50 cents per hour will be paid to employees performing window cashier functions, Clerk Typist II positions in the Recreation and Parks Department, and employees in the Office of Special Services for scheduled hours worked after 5:00 p.m. (not to include holdover overtime hours), provided the Village notifies the Employee at least 7 days in advance of the change in schedule. In the event the Village fails to provide the employee at least 7 days notice, the Village will pay the employee one and one-half (1 ½) times his hourly rate for all hours worked after 5:00 p.m. In the event one and one-half (1 ½) is paid, no shift differential will be paid.

Section 12.10 Uniform Allowance Employees assigned to the Police Department shall be required to wear the uniforms deemed necessary in the sole opinion of the Village and the Employer shall provide an annual \$150.00 uniform allowance payable on May 1st.

ARTICLE XIII

OVERTIME

Section 13.1. Rate of Pay All overtime work must be approved in advance by the employee's immediate supervisor. One and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- 1) Daily. All hours worked by an employee in excess of eight (8.0) hours daily shall be paid at the rate of one and one-half (1.5) times the employees established hourly rate of pay.
- 2) Saturday Work. All work performed on Saturday, except as noted below.
- 3) Sunday Work. All work performed on Sunday, except as noted below.

The overtime rates specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days are part of their regular posted work schedules for a given workweek. Such employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all work performed on the sixth (6th) day and will receive (2) times their regular hourly rate of pay for all work performed on the seventh (7th) day of their regular work week.

For purposes of determining an employee's eligibility for overtime pay, any day of vacation, holiday, personal leave, funeral leave or sick leave for which the employee is paid pursuant to the provisions of this Agreement shall be deemed to have been worked.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, nor may hours be pyramided.

Section 13.2. Distribution Employees will be required to work overtime as assigned. The Village will, however, endeavor to distribute on a reasonably equitable basis overtime work to qualified employees in the same job classification and office.

Where the Employer is aware in advance that overtime work will be needed, the Employer will attempt to offer that work to the employee within a Division or Branch and job classification who is qualified to perform the overtime assignment, in accordance with the rotation system described in this paragraph. The initial rotation shall start with the qualified employee in each classification who has the greatest seniority with the Village. A qualified employee who declines proffered overtime work under this section shall not again be entitled to overtime work until his next turn in the rotation. If an employee is determined not to be qualified for the specific overtime work in question, the employee shall not lose his place on the

applicable rotation list. The Village shall not be required to break in on any work in progress or change an employee's shift when assigning overtime.

The foregoing rotation provision shall not be applicable where the overtime work is a continuation of the work being performed during the employee's normal hours of work; provided, however, if such overtime amounts to more than two hours, the employee shall revert to the bottom of the applicable rotation list. The rotation procedure described herein will be followed when practicable until the required employees have been selected for overtime work. If the use of the rotation procedure is not appropriate due to abnormal or unusual circumstances, or if enough employees do not volunteer for the overtime work, then the Employer shall assign the overtime as it deems appropriate.

If an employee demonstrates that he did not receive overtime for which he was entitled under this Section, then the remedy shall be to compensate the employee in compensatory time at his/her option the amount of overtime he/she would have been entitled to if he/she had worked.

ARTICLE XIV

DISCIPLINE AND DISCHARGE

Section 14.1. Discipline The Employer agrees with the tenets of progressive and corrective discipline. Discipline shall normally include only the following: oral reprimand; written reprimand; suspension; and DISCHARGE.

The Village has the right to discipline, suspend and discharge employees only for just cause (probationary employees without cause).

While just cause is required, nothing in this article shall be deemed to alter or modify the Employer's right to establish or enforce work rules.

Section 14.2 Pre-disciplinary Meeting The Employer shall not discharge any "post-probationary" employee without just cause. Prior to imposing discipline other than an oral or written reprimand, the Employer shall hold a pre-disciplinary meeting. Pre-disciplinary meetings shall be held during the employee's work time. If arrangements for such cannot reasonably be made, the hearing shall be scheduled immediately preceding or immediately following the employee's shift on the employee's workday. An employee whose hearing begins after the

end of his/her shift shall be paid from the end of his shift through the end of his/her hearing at the appropriate rate. An employee whose hearing begins before the start of his/her shift shall be paid from the time the hearing is scheduled through the start of the employee's shift at the appropriate rate.

Once a tentative decision to impose or recommend a suspension, without pay, or a discharge is reached by the Village Manager prior to implementing the intended disciplinary action, or his designee shall notify the Department Union Representative and meet with the employee involved, and the employee's Department Union Representative if requested by the employee, and inform the employee of the reasons for such contemplated disciplinary action. The employee, and the Department Union Representative if present, shall be given the opportunity to rebut or clarify the reasons for such discipline.

In the event disciplinary action of five (5) days or less is taken against an employee, the Department shall promptly furnish the employee a statement in writing of the reasons therefor. The measure of discipline and the statement of reasons may be modified but not increased by the village as a result of any grievance meetings. The previous sentence shall not preclude the Village Manager from initiating additional disciplinary measures if new facts become known.

Reasonable extensions of time shall be given for rebuttal purposes if so requested by either party.

In cases of oral reprimands, the supervisor must inform the employee that he/she is receiving an oral reprimand and of their right to Union representation, which shall be provided if so requested. The employee shall also be given reasons for such discipline, including any names of witnesses and copies of pertinent documents.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1. Definition A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee which involves an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

Section 15.2. Procedure A grievance filed against the Village shall be processed in the following manner, except that

grievances on suspensions thirty (30) days or greater and discharges shall be advanced filed at Step 3:

Step 1: An employee who has a grievance shall submit a written grievance signed and dated by the employee to the employee's immediate supervisor, specifically indicating that the employee is raising the matter as a grievance under this Agreement. The written grievance should specify the provision or provisions of this Agreement which are alleged to have been violated, the factual basis for the alleged violation, and the specific relief requested. All grievances must be presented not later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the employee, through use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) business 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, then within seven (7) business days after receipt of the supervisor's response in Step 1, it shall be submitted in writing designated as a "grievance" to the department head involved, provided the grievance shall be in writing and signed by the grievant. The written grievance shall contain a statement of all relevant, known facts, the provision or provisions of this Agreement which are alleged to have been violated, the relief requested and the basis of such request. The department head shall, in the course of such investigation, may offer to discuss the grievance within seven (7) business days with the grievant and an authorized union representative at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the department head or designee shall provide a written answer to the grievant within seven (7) business days following receipt of the grievance or within seven (7) of such a meeting, whichever is later.

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) business days after receipt of the Village's answer in Step 2. Thereafter, the Village Manager or his designee and the department head or other appropriate individual(s)

as desired by the Village Manager, shall meet with the grievant and up to two authorized Union representatives (employees or non-employees) within seven (7) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager shall submit a written answer to the Union within seven (7) business days following the meeting.

Section 15.3. Arbitration If the grievance other than one involving an oral or written reprimand is not settled at Step 3 and the Union wishes to appeal the grievance, except oral and written reprimands, in Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below within fifteen (15) business days after the Village's written answer is provided to the Union at Step 3.

- (a) The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service 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 within seven (7) calendar days of receipt of the panel. Both the Village and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike first then the parties shall alternately strike names. The person remaining shall be the arbitrator. (The striking process shall occur within fourteen (14) days after receipt of the final panel.)
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and date for the hearing.
- (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 attempt to 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 if 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 15.4. 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 a decision 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. No liability shall accrue against the Employer for a date prior to seven (7) business days after the occurrence of the event giving rise to the grievance or seven (7) business days after the employee or the Union, through use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The decision of the arbitrator shall be final and binding.

Section 15.5. Time Limit for Filing No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) business days after the occurrence of the event giving rise to the grievance or within seven (7) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined to include Mondays through Fridays only, excluding legal holidays.

If a grievance is not presented within the time limits set forth above, the right to file it shall be considered "waived." If a grievance is settled by mutual agreement or not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered permanently withdrawn.

If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved 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.

Section 15.6. Time Off The grievant and one Union Steward shall be given paid time off to participate in the Step 2 and 3 meetings if the meetings are conducted on working time. In addition, if a conference is held between the immediate supervisor and the grievant and/or Union Steward under Step 1 on working time, there shall be no loss of compensation to the grievant and/or Union Steward. The grievant and one Union Steward shall also be given paid time off to attend any arbitration hearing conducted on working time when their presence is necessary to a disposition of the grievance. No other time spent on grievance matters shall be considered time worked for compensation purposes except as otherwise specifically provided in this Article.

Section 15.7. Representation Nothing in this Agreement prevents an employee from presenting a written grievance to the Village and having the grievance heard and settled without the intervention of the Union, provided that a Union representative is afforded the opportunity to be present at a conference between the employee and the Village concerning the grievance and that any settlement made shall not be inconsistent with the terms of this Agreement.

The Union may file a grievance on behalf of a particular bargaining unit employee in a specific instance, provided such employee has given the Union written authorization to submit the grievance to the Employer on his/her behalf. Upon request, the Union shall provide the Employer with a copy of the employee's authorization.

Section 15.8. Exclusivity of Grievance Procedure The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing any differences of opinion or disputes concerning an alleged violation, misinterpretation or misapplication of the terms of this Agreement.

ARTICLE XVI

NO STRIKE-NO LOCKOUT

Section 16.1. 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 resignations, mass absenteeism, picketing or any other intentional interruption 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, as the Village in its discretion deems appropriate.

Section 16.2. 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 16.3. Penalty The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 17.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 16.4. Union Official Responsibility Each employee who holds the position of officer or steward or committeeman 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 Section 17.1 of this Article the Union agrees to inform its members of their obligations under this Agreement, to direct them to return to work and to take all available disciplinary action against them if they refuse.

Section 16.5. 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 XVII

NONDISCRIMINATION

Section 17.1. Compliance with Laws Neither the Village nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex or handicap status.

Section 17.2. Americans with Disabilities Act Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act

(ADA), or an accommodation of an employee is otherwise contemplated by the employer, the employer, the employee, and the Union will meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the employer conform to the requirements of this agreement where practicable. Any action which might conflict with the terms of this agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

ARTICLE XVIII

HEALTH AND SAFETY

Section 18.1. Compliance with Laws In order to have a safe place to work, the Village agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. Employees shall comply with all safety rules and regulations established by the Village, and failure to so comply will subject an employee to discipline up to and including discharge.

Section 18.2. Unsafe Conditions If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall immediately inform his supervisor.

Section 18.3. Safety Committee A joint Safety Committee shall be formed by the Village and the Union. The Committee shall consist of not more than three (3) employees representing the Union and not more than an equal number of persons representing the Village. The Committee shall meet on a quarterly basis to review or make recommendations on safety or health conditions and to provide support for a strong safety program. Union employee members authorized to represent the Union at meetings of the joint Safety Committee will be paid by the Village for time spent at such meetings, but only at the straight time regular hourly rate for the hours they would otherwise have worked in their regular work schedule.

ARTICLE XIX

JOB RELATED TRAINING AND EDUCATION PROGRAMS

Section 19.1. Tuition Reimbursement Employees of the Village may enroll in job-related undergraduate college, university or technical school courses or participate in other types of studies on non-work time which will have the effect of improving their occupational skills. Tuition reimbursement in an approved course of study is limited to a maximum of six (6) credit hours per semester. The Employer retains the discretion to approve or deny any request for tuition reimbursement by an employee. In order for an employee to be eligible to seek tuition reimbursement, the employee shall:

1. Complete a request for tuition reimbursement form supplied by the Village and submit it to the employee's department or division head before enrolling in the course;
2. Obtain tuition reimbursement approval from the employee's department/division head and from the Village Manager before enrolling in the course;
3. Successfully complete the course with a grade of "C" or better;
4. Submit to the Finance Department proof of satisfactory course completion and proof of amounts actually expended for tuition; and
5. Have been classified as a full-time employee of the Village regularly working forty (40) hours or more per week for a period of at least one (1) year.

If other funds or grants for tuition reimbursement or payment are available, then an employee shall apply for such funds before requesting reimbursement from the Employer. If such funds are received by the employee, but do not cover the entire cost of the tuition, then subject to the other provisions of this Section, the Employer may reimburse the employee for the difference. Books, fees and other charges shall be paid by the employee.

If an employee terminates his employment with the Village less than two (2) years after completing a course and receiving any tuition reimbursement from the Employer, then the Employer may deduct the tuition reimbursement (or a portion thereof) from

the employee's final paycheck or take such other steps as may be necessary in order to obtain the repayment of tuition monies reimbursement previously provided to the employee.

Section 19.2. Educational Institution and Credit Hour Limitations for Tuition Reimbursement An employee who has not obtained an associate degree or accrued a minimum of sixty (60) semester credit hours shall be required to attend a state supported college or university, an employee not attending a state supported institution prior to obtaining an associate degree or accruing sixty (60) semester credit hours shall be limited to reimbursement up to one hundred and fifty (\$150) dollars per credit hours.

An employee who has obtained an associate degree or equivalent, attending undergraduate courses at a non-state supported institution, shall be limited to reimbursement up to two hundred (\$200) dollars a semester credit hours.

An employee who is attending graduate courses at a non-state supported institution, shall be limited to reimbursement up to two hundred and fifty (\$250) dollars a credit hour.

An employee wishing to attend a professional school i.e., law school, medical school, etc. shall not be eligible for tuition reimbursement in any amount without approval of the Village Manager.

An employee who is currently attending any college, university, or other educational institution at any level and has previously received tuition reimbursement from the Village shall be allowed to continue with full tuition reimbursement until such time when the employee graduates. If an employee eligible for full reimbursement discontinues attending classes for more than two (2) semesters the employee shall no longer be eligible for full reimbursement as specified in this section.

If grant funds for tuition reimbursement or payment are available, then an employee shall apply for such funds before requesting reimbursement from the employer. If such funds are received by the employee, but do not cover the entire cost of the tuition, then subject to the other provisions of this section, the employee may reimburse the employer for the difference. Books, fees and other charges shall be paid by the employee.

If an employee terminates his employment with the Village less than two (2) years after completing a course and receiving

any tuition reimbursement from the Employer, then the Employer may deduct the tuition reimbursement (or a portion thereof) from the employee's final paycheck or take such other steps as may be necessary in order to obtain the repayment of tuition monies reimbursement previously provided to the employee.

Tuition reimbursement in an approved course of study is limited to a maximum of six (6) credit hours per semester.

Section 19.3. Authorization To Attend Conferences, Conventions, Training Sessions, Workshops Any employee desiring the authorization to attend a conference, convention, training session, workshop or related function must secure prior approval from their department/division head and the Village Manager. The Employer may approve or deny any such request. Reimbursement for travel or other expenses incurred in connection with attendance at such functions shall be made at the discretion of the Employer and be subject to the employee's compliance with any applicable policies, rules or regulations established by the Employer.

ARTICLE XX

INSURANCE

Section 20.1. Coverage and Costs. The Village agrees to make available to those full time employees regularly working forty (40) hours per week or more, group hospitalization, major medical, dental and vision care insurance. Premiums for employee and dependent HMO family coverage shall be paid one hundred (100%) percent by the Employer.

Section 20.1.A. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage as long as the basic level of coverage remains substantially the same. 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 designated surgical procedures. This Section shall not, however, be construed to entitle the Village to unilaterally increase the dollar levels of deductible amounts which must be paid by an employee under insurance plans or programs in effect during the term of this Agreement.

Section 20.1.B. PPO Deductible. The deductible amount for all PPO plan participants is \$200.00 per individual; for family coverage the deductible is \$600.00.

Section 20.1.C. Insurance Premium Cost Sharing. Effective October 1, 2003, PPO plan participants receiving individual coverage shall contribute toward monthly premium costs through payroll deductions an amount not to exceed \$45.00 per month (one-half of this premium will be deducted each payroll period; those providing for family coverage shall contribute toward monthly premium costs through payroll deductions an amount not to exceed \$90.00 per month (one-half of this premium will be deducted each payroll period). Thereafter, effective October 1, 2004, the insurance premium cost for PPO plan participants for individual coverage will be \$50.00 per month and for family coverage an amount not to exceed \$100.00. Effective October 1, 2005 the insurance premium cost for PPO plan participants for individual coverage will be \$55.00 per month and for family coverage an amount not to exceed \$110.00.

Thereafter effective October 1, 2006 the insurance premium cost for PPO plan participants for individual coverage will be \$60.00 per month and for family coverage an amount not to exceed \$120.00.

Effective May 1, 2004, prescription co-pays are as follows:

PPO: Generic prescription co-pays are \$8.00 and Brand prescription are \$12.00.

HMO: Generic prescription co-pays are \$5.00 and Brand prescriptions are \$10.00.

In addition, a \$20.00 payment will be charged for brand if a brand prescription is purchased when generic is available. Applied equally to HMO and PPO.

Effective 5-1-07 the parties agree that the Health Insurance provisions that are applicable to all other Village employees will be applied to the Bargaining Unit.

Section 20.1.D. Vision Care Plan. This managed eye care program covers eligible employees and their eligible dependents. Essentially, the plan provides payment of fees to participating doctors or opticians. Details of the Plan Benefits Administration are detailed in the vision care brochure.

Section 20.2. Health Maintenance Organization. The Village agrees to provide full-time employees (as defined in Section 19.1) with the option of enrolling in a health maintenance organization selected by the Employer. The Employer's obligation to pay for the cost of such coverage shall not exceed its maximum obligation as set forth in Section 20.1.

Section 20.3. Life Insurance. The Employer shall provide, at no cost to the full-time employee, life insurance coverage equal to two times one (1) year's current annual base salary of an employee with a maximum coverage of \$150,000.00. The coverage limitation for an employee's spouse is \$2,000.00. The coverage limitation for an employee's child is \$1,000.00. Part-time employees regularly employed for fewer than forty hours per week are not eligible for such insurance.

Section 20.4. Conversion. Upon resigning or retiring from employment, an employee may, subject to applicable law and the terms of any insurance policy, choose to continue participation in a health insurance plan. Said participation would be based upon a conversion of the employee's group plan to an individual plan. All premiums required as a result of any conversion shall be entirely at the employee's sole expense.

Section 20.5. Terms of Insurance Policies to Govern. The extent of coverage under any insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any Village employee, by reason of said insurance policy.

Section 20.6. Right to Change Insurance Carriers. The Village retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage so long as the level of benefits remains substantially the same.

ARTICLE XXI

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law. In such event, the Village and the Union agree to promptly begin negotiations on a substitute for the invalidated article, section or portion thereof. During the course of such negotiations, Article XVI, No Strike-No Lockout, shall remain in full force and effect.

ARTICLE XXII

DRUG TESTING

Section 22.1. Drug Testing

The Village may require an employee to submit immediately to a urine and/or breath alcohol test where there is reasonable, individualized suspicion of improper drug or alcohol use. The requirement to submit to such tests shall be held strictly confidential. The Village shall on request provide an employee who is ordered to submit to any such test with a written statement of the basis for the Village's reasonable suspicion within forty-eight (48) hours of the time the test is administered. There shall be no random or unit-wide mandatory testing, except the village may randomly test an individual employee four (4) times during the twelve (12) months following a positive test result and/or for twelve (12) months following completion of an alcohol/substance abuse treatment program. The village also reserves the right to require a drug/alcohol test of all applicants seeking to be hired into the bargaining unit. Notwithstanding anything herein to the contrary, the Village may conduct drug testing including random testing in accordance with PACE drug testing guidelines and/or Department of Transportation drug testing guidelines.

The Village may use breath alcohol testing procedures for alcohol testing. For other drug testing, the Village shall use laboratories which are certified by the State of Illinois to perform drug testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The

passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If an initial laboratory drug test, which shall be considered a screening test, results in a positive finding, a GC/MS (gas chromatography mass spectrometry) confirmatory test or scientifically equivalent test shall be conducted. An initial positive screening test shall not be submitted to the Village; only GC/MS confirmatory test results or scientifically equivalent test results will be reported to the Village. If the Village, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Within two workdays of receipt, the Village shall provide an employee with a copy of any test results which the Village received with respect to such employee. The Village will pay for the costs of any tests conducted at the Village's direction under this Section. Test results will not be disclosed to the general public or the press except where the person tested consents or where disclosure is required-by law.

A portion of the laboratory test sample, if positive, shall be retained by the laboratory for six (6) months so that the employee may arrange for another confirmatory test (GC/MS) or scientifically equivalent test to be conducted by a laboratory certified by the State of Illinois to perform drug testing of the employee's choosing and at the employee's expense. Once the portion of the test sample leaves the clinical laboratory selected by the Village, the Village shall not be responsible for monitoring the proper chain of custody for said portion of the tested sample.

The following initial test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

Level	Initial	Test
Marijuana metabolites...	100	ng/ml
Cocaine metabolites.....	300	ng/ml
Opiate metabolites.....	300	ng/ml
Phencyclidine.....	25	ng/ml
Amphetamines.....	1000	ng/ml

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below.

Confirmatory Level	Initial	Test
Marijuana metabolites*.....	15	ng/ml
Cocaine metabolites**.....	150	ng/ml
Opiates:		
Morphine.....	300	ng/ml
Codeine.....	300	ng/ml
Phencyclidine.....	25	ng/ml
Amphetamines:		
Amphetamine.....	500	ng/ml
Methamphetamine.....	500	ng/ml

Delta-9-tetrahydrocannabinol-9-carboxylic acid
Benzoylecgonine

Any tests for other prescription or illegal drugs shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the Village in accordance with NIDA standards, if any.

The use of illegal drugs at any time (on the job) or the sale, purchase, or delivery of illegal drugs at any time (on or off the job) while employed by the Village, abuse of prescribed drugs, consumption or possession of alcohol while on duty, or being under the influence of illegal drugs or alcohol while on duty (which shall be defined at a blood alcohol level of .05% or more) shall be the cause for discipline up to and including dismissal. (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results between .01% and .05% (blood alcohol level) demonstrate that the employee was or would be unable to properly perform his job duties, but the Village shall bear the burden of proof in such cases.) Nothing herein shall be construed as limiting an employee's ability to request treatment in lieu of discipline in a specific instance.

Voluntary requests for assistance with drug and/or alcohol problems (i.e. where no test has previously been given pursuant to the foregoing provisions) shall be held strictly confidential. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program). The Village's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the Village's medical insurance plan in which the employee is enrolled.

ARTICLE XXIII

SHORT TERM DISABILITY PROVISION

Subject to the provisions of Article X (Leaves of Absence), an employee who is unable to work by reason of illness, injury or pregnancy may become eligible for short-term disability pay as provided herein. The Employer's obligation to provide short-term disability pay shall only exist to the extent expressly described herein.

If an employee is eligible for an unpaid leave of absence under Section 10.6, then, subject to the conditions set forth herein, the Employer shall pay such employee an amount which, when added to other disability benefits which an employee is eligible to receive from other sources (e.g., the Illinois Municipal Retirement Fund, workers' compensation or Social Security) will bring the total amount of short-term disability pay up to the level of seventy-five percent (75%) of the employee's base salary. During this same period, the Employer shall continue to pay the cost of any additional insurance coverage provided under Article XX. Payment of short-term disability benefits by the Village shall commence immediately in the case of an accident and after seven (7) calendar days in case of illness. During employment by the Village the Village agrees that bargaining unit employees who otherwise qualify for paid short-term disability benefits under Section 10.6 of the current collective bargaining agreement shall be entitled to receive such short-term disability benefits for a period of up to 52 weeks per disability.

In order to be eligible for entitlement to the short-term disability benefits described herein, the employee shall:

(a) make application for such benefits in such manner as the Employer may hereafter designate;

(b) periodically provide the Employer with a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work;

(c) be available to, at the discretion of the Employer, submit to a physical examination by a doctor designated by the Employer to determine the employee's capacity to return to work;

(d) apply for all other available disability benefits from all other sources whatsoever, including, but not limited to, the

Illinois Municipal Retirement Fund, workers compensation and/or Social Security; and

(e) cooperate with the Employer with respect to the administration of this short-term disability pay plan, and provide all information requested by the Employer which may be necessary for the Employer to determine the nature and extent of an employee's entitlement to such benefits.

If any employee receives benefits from gainful employment from any source while receiving short-term disability pay, said employee shall cease to be entitled to receive any further benefits. The Employer reserves the right to contract with any insurance carrier to provide part or all of the short-term disability benefits described herein. Should the Employer exercise this right, then the provisions of Sections 20.2, 20.9 and 20.10 of the Agreement shall apply. If the Employer elects to secure insurance to provide any or all of the benefits described herein, then the cost of any such insurance shall be borne exclusively by the Employer.

In accordance with Section 10.10 of the Agreement, bargaining unit employees regularly scheduled to work less than forty (40) hours per week shall not be eligible to receive the short-term disability pay or benefits from the Employer.

ARTICLE XXIV

FAMILY AND MEDICAL LEAVE

All eligible employees are entitled to certain minimum unpaid leave days for medical and family purposes pursuant to the provisions of the Family and Medical Leave Act of 1993. Eligible employees are those who have been employed by the Village for at least 12 months and who have worked for at least 1,250 hours during the 12 month period preceding the leave.

Eligible employees are entitled to a minimum of 12 work weeks of unpaid leave during any 12 month period for one or more of the below listed reasons: The 12 month period shall be a rolling period of 12 months commencing with the Employee's leave.

A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

B. Because of the placement of a son or daughter with the employee for adoption or foster care.

C. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter or parent has a serious health condition.

D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Eligible employees who have any accrued paid vacation or personal leave must substitute such paid leave as a part of the 12 weeks of leave available under this policy for any of the purposes stated in subparagraphs A, B and C.

Eligible employees who have any available accrued paid sick leave, or who have available other paid leave must substitute such paid sick leave or available paid leave as part of the 12 weeks of leave available hereunder for any of the purposes stated in subparagraphs C and D above.

Eligible employees may not take leave intermittently or on a reduced hour schedule for any of the purposes stated in subparagraphs A and B above and any leave taken under those subparagraphs must be taken within the 12 month period beginning on the date of birth or placement for adoption.

Eligible employees may take leave hereunder intermittently or on a reduced hour schedule for any of those purposes stated in subparagraphs C and D above, provided that it is medically necessary to do so.

Intermittent leave is leave taken in separate blocks to time due to a single illness or injury, and may include periods of an hour or more to several weeks. A "reduced leave schedule" is a leave schedule that reduces an employee's usual number of working hours per workweek or hours per workday. Only the amount of leave actually taken may be counteracted toward the twelve (12) weeks of leave to which an employee is entitled.

Eligible employees must give at least 30 days notice of the Village of intention to take leave hereunder unless the reason for the requested leave prohibits such notice in which case the employee must notify the Village as soon as practicable.

The Village Manager or designee, may require proper certification from a health care provider for any leave requested for the purposes stated in subparagraphs C and D above.

During any of the 12 work weeks of leave provided hereunder or for 12 work weeks of any other substituted unpaid leave the Village shall maintain the employee's group health insurance coverage at the level and under the same terms and conditions as such coverage would have been provided if the employee had continued at work provided that if the employee fails to return to work for reasons not based upon circumstances beyond the control of the employee, the Village may recover from the employee the cost if any, of such continued coverage.

Upon return from any leave provided hereunder, the employee shall maintain all seniority and benefits accrued as of the commencement of the leave. The employee shall be reinstated to the position the employee held at the commencement of the leave or an equivalent position provided, however, that an employee on leave hereunder shall be subject to lay-off or dismissal on the same terms and conditions as are applicable to employees who are not on leave. Any paid leave available under the Agreement taken for the purposes stated in A, B, C or D above shall be counted as FMLA leave and it is agreed that notice of this fact is deemed given to all bargaining unit members by this agreement. The leave provided for in this agreement shall not be construed to diminish the right to any leave provided in Article X of the Agreement.

ARTICLE XXV

ENTIRE AGREEMENT

Section 25.1. Entire Agreement This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the 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. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to, or covered in this Agreement, or with respect to the effects upon

employees of the Village's exercise of its rights under the Agreement.

ARTICLE XXVI

TERMINATION

This Agreement shall be effective as of May 1, 2004 and shall remain in full force and effect until 11:59 p.m. on the last day of April 2008. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in written form 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 thirty (30) days prior to the anniversary date.

SIGNED:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 399

BY: Brian E. Hickey

NAME: Brian E Hickey

ITS: Business Manager

DATE: 2-14-05

BY: Melanie Mobeck

NAME: Melanie Mobeck

ITS: Union Steward

DATE: 2/4/2005

BY: Sandra Pietrucha

NAME: Sandra Pietrucha

ITS: Union Steward

DATE: 2/4/2005

SIGNED:

VILLAGE OF ORLAND PARK

BY: Daniel J. McLaughlin

NAME: Daniel J. McLaughlin

ITS: Mayor

DATE: 2/21/05

BY: David P. Maher

NAME: David P. Maher

ITS: Village Clerk

DATE: 2/21/05

BY: Robert J. Zeder

NAME: Robert J. Zeder

ITS: Village Manager

DATE: 2-18-05

Handwritten initials

CHECKOFF AUTHORIZATION

I hereby authorize the Village of Orland Park to deduct from my pay the uniform dues of the Union of Operating Engineers Local 399, and to remit said amounts directly to the Union on my behalf. I understand this authorization may be revoked by me, in writing, provided thirty (30) days advance notice (or such shorter period as may be required by law) is given by the employee to the Village.

Print Name

Signature

IUOE #399	APPENDIX A							
5/1/04- 4/30/08								
Wage Schedule								
		1	2	3	4	5	6	7
Clerk Typist	5/1/2004	\$24,523.23	\$25,686.23	\$26,906.73	\$28,190.59	\$29,537.86	\$30,949.97	\$33,866.91
Grade 169	3.75	\$11.7900	\$12.3492	\$12.9359	\$13.5532	\$14.2009	\$14.8798	\$16.2822
	5/1/2005	\$25,381.54	\$26,585.25	\$27,848.46	\$29,177.27	\$30,571.68	\$32,033.22	\$35,052.25
	3.5	\$12.2027	\$12.7814	\$13.3887	\$14.0275	\$14.6979	\$15.4006	\$16.8520
	5/1/2006	\$26,269.89	\$27,515.74	\$28,823.16	\$30,198.47	\$31,641.69	\$33,154.38	\$36,279.08
	3.5	\$12.6298	\$13.2287	\$13.8573	\$14.5185	\$15.2124	\$15.9396	\$17.4419
	5/1/2007	\$27,189.34	\$28,478.79	\$29,831.97	\$31,255.42	\$32,749.15	\$34,314.79	\$37,548.85
	3.5	\$13.0718	\$13.6917	\$14.3423	\$15.0266	\$15.7448	\$16.4975	\$18.0523
		1	2	3	4	5	6	7
Account Clerk	5/1/2004	\$29,164.93	\$30,560.82	\$32,026.01	\$33,563.41	\$35,178.94	\$36,875.54	\$40,088.76
Principal Clerk	3.75	\$14.0216	\$14.6927	\$15.3971	\$16.1363	\$16.9130	\$17.7286	\$19.2734
Dispatch Clerk								
Clerk Typist II	5/1/2005	\$30,185.70	\$31,630.45	\$33,146.92	\$34,738.13	\$36,410.20	\$38,166.19	\$41,491.87
Grade 185	3.5	\$14.5124	\$15.2069	\$15.9360	\$16.7010	\$17.5049	\$18.3491	\$19.9480
	5/1/2006	\$31,242.20	\$32,737.52	\$34,307.06	\$35,953.97	\$37,684.56	\$39,502.00	\$42,944.08
	3.5	\$15.0203	\$15.7392	\$16.4938	\$17.2856	\$18.1176	\$18.9913	\$20.6462
	5/1/2007	\$32,335.68	\$33,883.33	\$35,507.81	\$37,212.35	\$39,003.52	\$40,884.57	\$44,447.13
	3.5	\$15.5460	\$16.2901	\$17.0711	\$17.8906	\$18.7517	\$19.6560	\$21.3688
		1	2	3	4	5	6	7
Account Technician I	5/1/2004	\$30,003.64	\$31,440.82	\$32,950.22	\$34,534.80	\$36,198.97	\$37,945.68	\$41,210.49
Grade 190	3.75	\$14.4248	\$15.1158	\$15.8415	\$16.6033	\$17.4034	\$18.2431	\$19.8127
	5/1/2005	\$31,053.77	\$32,541.25	\$34,103.48	\$35,743.52	\$37,465.93	\$39,273.78	\$42,652.86
	3.5	\$14.9297	\$15.6448	\$16.3959	\$17.1844	\$18.0125	\$18.8816	\$20.5062
	5/1/2006	\$32,140.65	\$33,680.20	\$35,297.10	\$36,994.54	\$38,777.24	\$40,648.36	\$44,145.71
	3.5	\$15.4522	\$16.1924	\$16.9698	\$17.7858	\$18.6429	\$19.5425	\$21.2239
	5/1/2007	\$33,265.57	\$34,859.00	\$36,532.50	\$38,289.35	\$40,134.45	\$42,071.06	\$45,690.81
	3.5	\$15.9931	\$16.7591	\$17.5637	\$18.4083	\$19.2954	\$20.2265	\$21.9667

IUOE #399	APPENDIX A							
5/1/04- 4/30/08								
		1	2	3	4	5	6	7
Account Technician II	5/1/2004	\$31,802.39	\$33,331.26	\$34,939.54	\$36,626.55	\$38,396.91	\$40,258.46	\$43,641.04
Facility Coordinator	3.75	\$15.2896	\$16.0246	\$16.7979	\$17.6089	\$18.4601	\$19.3550	\$20.9813
Grade 195								
	5/1/2005	\$32,915.47	\$34,497.85	\$36,162.43	\$37,908.48	\$39,740.80	\$41,667.51	\$45,168.47
	3.5	\$15.8247	\$16.5855	\$17.3858	\$18.2252	\$19.1062	\$20.0325	\$21.7156
	5/1/2006	\$34,067.51	\$35,705.28	\$37,428.11	\$39,235.28	\$41,131.73	\$43,125.87	\$46,749.37
	3.5	\$16.3786	\$17.1660	\$17.9943	\$18.8631	\$19.7749	\$20.7336	\$22.4757
	5/1/2007	\$35,259.88	\$36,954.96	\$38,738.10	\$40,608.52	\$42,571.34	\$44,635.28	\$48,385.60
	3.5	\$16.9519	\$17.7668	\$18.6241	\$19.5233	\$20.4670	\$21.4593	\$23.2623
		1	2	3	4	5	6	7
Account Technician III	5/1/2004	\$34,842.60	\$36,531.54	\$38,304.16	\$40,163.38	\$42,114.67	\$44,161.70	\$47,740.47
	3.75	\$16.7512	\$17.5632	\$18.4155	\$19.3093	\$20.2474	\$21.2316	\$22.9521
	5/1/2005	\$36,062.09	\$37,810.14	\$39,644.80	\$41,569.10	\$43,588.69	\$45,707.36	\$49,411.39
	3.5	\$17.3375	\$18.1780	\$19.0600	\$19.9851	\$20.9561	\$21.9747	\$23.7555
	5/1/2006	\$37,324.26	\$39,133.50	\$41,032.37	\$43,024.02	\$45,114.29	\$47,307.12	\$51,140.79
	3.5	\$17.9444	\$18.8142	\$19.7271	\$20.6846	\$21.6896	\$22.7438	\$24.5869
	5/1/2007	\$38,630.61	\$40,503.17	\$42,468.50	\$44,529.86	\$46,693.29	\$48,962.87	\$52,930.71
	3.5	\$18.5724	\$19.4727	\$20.4175	\$21.4086	\$22.4487	\$23.5398	\$25.4475
		1	2	3	4	5	6	7
Accountant	5/1/2004	\$40,610.27	\$42,614.84	\$44,719.65	\$46,929.69	\$49,250.24	\$51,686.82	\$55,676.34
Payroll Administrator	3.75	\$19.5242	\$20.4879	\$21.4998	\$22.5624	\$23.6780	\$24.8494	\$26.7675
Grade 197								
	5/1/2005	\$42,031.63	\$44,106.36	\$46,284.84	\$48,572.23	\$50,974.00	\$53,495.86	\$57,625.01
	3.5	\$20.2075	\$21.2050	\$22.2523	\$23.3520	\$24.5067	\$25.7192	\$27.7043
	5/1/2006	\$43,502.73	\$45,650.08	\$47,904.80	\$50,272.26	\$52,758.09	\$55,368.21	\$59,641.89
	3.5	\$20.9148	\$21.9472	\$23.0312	\$24.1694	\$25.3645	\$26.6193	\$28.6740
	5/1/2007	\$45,025.33	\$47,247.84	\$49,581.47	\$52,031.79	\$54,604.63	\$57,306.10	\$61,729.36
	3.5	\$21.6468	\$22.7153	\$23.8372	\$25.0153	\$26.2522	\$27.5510	\$29.6776

IUOE #399	APPENDIX A							
5/1/04- 4/30/08								
		1	2	3	4	5	6	7
Senior Secretary	5/1/2004	\$34,970.70	\$36,659.37	\$38,432.34	\$40,293.90	\$42,248.31	\$44,300.48	\$49,131.88
Grade 230	3.75	\$16.8128	\$17.6247	\$18.4771	\$19.3721	\$20.3117	\$21.2983	\$23.6211
	5/1/2005	\$36,194.68	\$37,942.44	\$39,777.47	\$41,704.18	\$43,727.00	\$45,850.99	\$50,851.50
	3.5	\$17.4013	\$18.2416	\$19.1238	\$20.0501	\$21.0226	\$22.0437	\$24.4478
	5/1/2006	\$37,461.49	\$39,270.43	\$41,169.68	\$43,163.83	\$45,257.44	\$47,455.78	\$52,631.30
	3.5	\$18.0103	\$18.8800	\$19.7931	\$20.7518	\$21.7584	\$22.8153	\$25.3035
	5/1/2007	\$38,772.65	\$40,644.90	\$42,610.62	\$44,674.56	\$46,841.45	\$49,116.73	\$54,473.40
	3.5	\$18.6407	\$19.5408	\$20.4859	\$21.4782	\$22.5199	\$23.6138	\$26.1891
		1	2	3	4	5	6	7
Assistant to the Manager	5/1/2004	\$27,775.11	\$29,137.92	\$30,568.88	\$32,071.39	\$33,649.02	\$35,305.54	\$38,476.00
(Civic Center)	3.75	\$13.3534	\$14.0086	\$14.6966	\$15.4189	\$16.1774	\$16.9738	\$18.4981
Grade 242								
	5/1/2005	\$28,747.23	\$30,157.75	\$31,638.79	\$33,193.89	\$34,826.74	\$36,541.23	\$39,822.66
	3.5	\$13.8208	\$14.4989	\$15.2110	\$15.9586	\$16.7436	\$17.5679	\$19.1455
	5/1/2006	\$29,753.39	\$31,213.27	\$32,746.15	\$34,355.67	\$36,045.67	\$37,820.18	\$41,216.45
	3.5	\$14.3045	\$15.0064	\$15.7433	\$16.5172	\$17.3296	\$18.1828	\$19.8156
	5/1/2007	\$30,794.76	\$32,305.74	\$33,892.27	\$35,558.12	\$37,307.27	\$39,143.88	\$42,659.03
	3.5	\$14.8052	\$15.5316	\$16.2944	\$17.0953	\$17.9362	\$18.8192	\$20.5091
		1	2	3	4	5	6	7
Facility Coordinator/ Database Administrator	5/1/2004	\$37,395.12	\$39,238.94	\$41,174.94	\$43,207.75	\$45,342.20	\$47,583.38	\$50,515.97
Grade 237	3.75	\$17.9784	\$18.8649	\$19.7956	\$20.7730	\$21.7991	\$22.8766	\$24.2865
	5/1/2005	\$38,703.95	\$40,612.30	\$42,616.07	\$44,720.03	\$46,929.18	\$49,248.80	\$52,284.03
	3.5	\$18.6077	\$19.5251	\$20.4885	\$21.5000	\$22.5621	\$23.6773	\$25.1366
	5/1/2006	\$40,058.58	\$42,033.73	\$44,107.63	\$46,285.23	\$48,571.70	\$50,972.50	\$54,113.97
	3.5	\$19.2589	\$20.2085	\$21.2056	\$22.2525	\$23.3518	\$24.5060	\$26.0163
	5/1/2007	\$41,460.63	\$43,504.91	\$45,651.40	\$47,905.21	\$50,271.71	\$52,756.54	\$56,007.96
	3.5	\$19.9330	\$20.9158	\$21.9478	\$23.0314	\$24.1691	\$25.3637	\$26.9269

SIDE LETTER

This Side Letter is entered by and between the Village of Orland Park and International Union of Operating Engineers Local 399. The parties agree that notwithstanding § 15.3 of the Collective Bargaining Agreement, if an Employee is given discipline which results in a suspension or discharge and it is grieved, the Employee will be able to introduce relevant evidence pertaining to oral or written reprimands received by the Employee.

Village of Orland Park

Ray Zell

Dated: 2-18-05

Local 399 International Union
of Operating Engineers

Michael J. Mastern

Dated: 2-14-05

SIDE LETTER

This Side Letter is entered by and between the Village of Orland Park and International Union of Operating Engineers Local 399. The parties agree that during the negotiation of the Collective Bargaining Agreement effective May 1, 2004, the title of Executive Secretary was changed to Senior Secretary to reflect a change in reporting relationship. Historically the Executive Secretary position required that the incumbent work directly for a Department Director. The Senior Secretary position is not required to work directly for a Department Director, and may be assigned to other levels of management (Superintendents, Managers, Commanders, etc.) deemed appropriate by the Village. Promotions/reclassifications to the Senior Secretary and all other positions will be at the sole discretion of the Village. Recommendations from a Department Director, for promotion/reclassification must be made to and approved by the Village Manager and may be in-conjunction with an employee's annual evaluation beginning May 2004.

Village of Orland Park

[Signature]

Dated: 2-18-05

Local 399 International Union
of Operating Engineers

[Signature]

Dated: 2-14-05

[Handwritten initials]

Memorandum of Understanding

Whereas, the Village of Orland Park and the International Union of Operating Engineers, Local 399 are parties to a Collective Bargaining Agreement effective for the period May 1, 2004 through April 30, 2008, and,

Whereas, Article XIII, Section 13.1 of the Collective Bargaining Agreement requires the payment of one and one-half (1 ½) the employee's regular hourly rate of pay shall be paid for work performed on the sixth (6th) day and two (2) times their regular hourly rate of pay for all hours performed on the seventh (7th) day of their regular work week, and,

Whereas, Kimberly Trainor is employed by the Village of Orland Park as a Clerk Typist II, is a member of Local 399 and is covered by the Collective Bargaining Agreement, and,

Whereas, Kimberly Trainor has been on an approved Leave of Absence with the Village and wishes to return to work.

Therefore, in order to facilitate the return to work of Kimberly Trainor, the Village of Orland Park has modified the employee's schedule to meet the restrictions outlined by her doctor. In reasonably accommodating said employees restrictions, it is not the Village's intention to be held responsible for payment of overtime when less than forty hours are worked in a work week, specifically as it relates to her accommodations and the 6th or 7th day. The following is the schedule developed by the Village and agreed upon by the employee.

- When not actively involved in treatment requiring a modified schedule.
Monday – Friday 8:00 a.m. – 5:00 p.m. with a one hour lunch period (40 hours)


- When actively involved in treatment supported by documentation indicating times and medical necessity from your doctor of the specific treatment and schedule.
Monday – Friday 7:30 a.m. – 3:00 p.m. with a ½ hour lunch (35 hours)
Saturday 8:45 a.m. – 1:45 p.m. (5 hours)

The Village of Orland Park, Kimberly Trainor and the International Union of Operating Engineers, Local 399 agree to waive the requirements of Article XIII, Section 13.1 for work that is performed on the sixth (6th) and/or seventh (7th) day when Kimberly Trainor has worked less than forty (40) hours in that work week.

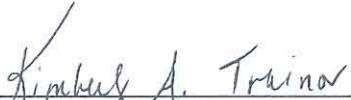
This Settlement Agreement is specifically entered into by the parties in order to reasonably accommodate the restrictions as offered by Ms. Trainor's doctor and shall not set precedent for any future agreements.



Village of Orland Park



IUOE Local 399



Kimberly Trainor

Dated this 17 day of February, 2006.