

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF SCHAUMBURG, ILLINOIS

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

May 1, 2016 through April 30, 2019

WHEREAS, the Village of Schaumburg ("Village") has voluntarily recognized the International Union of Operating Engineers, Local 150 ("Union"), as the sole and exclusive collective bargaining representative of the full-time employees employed by the Village of Schaumburg Engineering & Public Works Department as defined in Article I below; and

WHEREAS, it is the intent of the parties to establish the wages, hours, fringe benefits and other terms and conditions of employment that will be in effect during the term of this Agreement, and to provide for the prompt and peaceful adjustment and resolution of grievances concerning the interpretation and application of this Agreement as provided herein;

NOW, THEREFORE, the parties agree to the following which completely represents all issues and agreements reached between the Union and the Village:

ARTICLE I **RECOGNITION**

The Village recognizes the Union as the sole and exclusive bargaining representative of all full-time employees in the job classifications of Maintenance 1, Maintenance 2, Inventory Control Specialist, Automotive Technician, Lead Automotive Technician, Forester, Heavy Equipment Operator, Horticulturist, Water Technician I, Water Technician II, Electrical Technician, and Electrician employed by the Village of Schaumburg Engineering & Public Works Department, but excluding all employees in the job classifications of Engineering & Public Works Director, Assistant Director, Field Supervisor, Superintendent, Foreman, Quartermaster, Inventory Control Supervisor and all other supervisory, managerial, confidential, professional, and short term employees as defined by the Illinois Public Labor Relations Act, as amended, and all other employees of the Village of Schaumburg, including all clerical employees employed by the Village of Schaumburg Engineering & Public Works Department.

ARTICLE II **GRIEVANCE PROCEDURE**

Section 2.1. Grievance Procedure. The Union or any employee covered by this Agreement who has a claim that there has been as to him/her a violation, misinterpretation or misapplication of any of the express provisions of this Agreement shall be processed as follows:

STEP 1: An employee who has a grievance shall submit it in writing to his/her immediate supervisor designated for this purpose by the Village within fifteen (15) work days of the first event giving rise to the grievance or within fifteen (15) work days of when the employee through the use of reasonable diligence should have become aware of the first event giving rise to the grievance. The grievance shall contain a brief statement of all relevant facts, identify the provision or provisions of this Agreement which are alleged to have been violated, and specify the relief requested. The immediate supervisor shall meet with the employee and a Union steward, if a steward is requested by the employee, and thereafter give his response within five (5) work days after such meeting. Any grievance settlement, at this level, shall be subject to review by the Director of Engineering & Public Works before being considered final. In the event that the subject of the

grievance is not within the scope of authority given to the employee's immediate supervisor to resolve, the employee may submit the grievance to the next step in the grievance process as outlined within this agreement after verbally discussing the grievance with his or her immediate supervisor.

- STEP 2: If the grievance is not settled in accordance with the foregoing, the employee may refer the grievance to the Assistant Director within five (5) work days after receipt of the immediate supervisor's response. The Assistant Director shall meet with the employee and a Union steward, if a steward is requested by the employee, and thereafter respond to the grievance within ten (10) work days of such meeting. Any grievance settlement, at this level, shall be subject to review by the Director of Engineering & Public Works before being considered final.
- STEP 3: If the grievance is not settled in accordance with the foregoing, the employee may refer the grievance to the Director of Engineering & Public Works within five (5) work days after a receipt of the Assistant Director's response. The Director of Engineering & Public Works shall respond to the grievance within ten (10) work days after receipt.
- STEP 4: If the grievance is not settled in accordance with the foregoing, the employee may refer the grievance to the Village Manager within ten (10) work days after receipt of the Director of Engineering & Public Works' response. The Village Manager or his representative shall respond to the grievance within ten (10) work days.

Section 2.2. Arbitration. If the grievance is not settled at the Village Manager's step of the procedure, the Union may appeal the grievance to arbitration by giving the Village Manager written notice within ten (10) work days after the employee receives the response of the Village Manager. If the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five arbitrators who are members of the National Academy of Arbitrators. The party requesting arbitration shall strike the first two names and the other party shall strike two names. The remaining person on the panel shall be the arbitrator. More than one grievance may be submitted to the arbitrator where both parties mutually agree in writing. The cost of arbitration shall be shared equally by the parties with the understanding that each party shall be responsible for compensating its own representatives and/or witnesses.

Section 2.3. Authority of Arbitrator. If a grievance is appealed to arbitration, the arbitrator shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the express provisions of this Agreement. Any decision rendered in accordance with the provisions of this section shall be final and binding upon the Village, the Union, and the employees.

Section 2.4. Time Limits. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at the preceding step. Failure by the Village's representatives to communicate a decision on a grievance within the specified time limits shall permit the appeal of the grievance to the step within the prescribed time limits. The parties may, by mutual agreement in writing,

extend any of the time limits set forth in this grievance procedure.

ARTICLE III
NO STRIKES AND NO LOCKOUTS

Section 3.1. No Strikes. During the term of this Agreement, neither the Union nor any employee covered by this Agreement shall authorize, institute, aid, or engage in any slowdown, work stoppage, strike, sympathy strike, or any other interference with the work and operations of the Village.

Section 3.2. 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.

ARTICLE IV
LABOR MANAGEMENT COMMITTEE

At the request of the Union, the Engineering & Public Works Director or the Village Manager or their representatives, quarterly meetings may be held to discuss matters of mutual concern that do not involve negotiations. Neither party shall have more than four representatives in attendance at the Labor Management Committee meeting. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement.

ARTICLE V
HOURS OF WORK AND OVERTIME

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

Section 5.2. Normal Overtime. Any overtime will be accrued per calendar day. All work performed in excess of forty (40) hours in any one calendar week will be paid at a rate of one and one-half (1 1/2) times the regular rate. Any work on a Sunday or a Holiday as listed in Section 8.1 will be paid at two (2) times the regular rate (and the overtime rate of pay will include longevity added to the base rate). For the purposes of this Section, a Holiday for Water Technicians shall be the actual Holiday as opposed the day observed by the Village as the Holiday.

If an employee is directed by his/her supervisor to work through lunch, the employee shall either be paid the appropriate rate of pay or allowed to leave work early as determined by the supervisor in question.

Section 5.3. Overtime Distribution. Except for overtime work covered by the Village's Snow/Ice Season and Septemberfest overtime policies, overtime work will be offered and equitably distributed first to employees in the same division and job classification in which the need for overtime arises and who have affirmatively advised their foreman of their interest and availability to work overtime on an as needed basis. If there is a need to go outside the division

and/or classification, the Village retains the right to assign the overtime to any employee who is qualified and available to perform the work in question based on a rotating voluntary overtime list of employees who have advised the Director of Engineering & Public Works or designee of their interest and availability to work such overtime. If there are insufficient volunteers, the Village retains the right to require overtime. In addition, notwithstanding the above, the Village retains the right to assign specific individuals to perform specific overtime assignments due to their qualifications or to complete work in progress. If any employee establishes that he/she has not received an overtime opportunity that he/she should have received, the employee shall have first preference to future overtime opportunities until the matter is remedied.

Part-time or temporary employees will not be employed by the Village for the specific purpose of depriving full-time bargaining unit employees of the opportunity to work overtime. Nothing herein is intended to alter or affect the Village's right to employ non-bargaining unit seasonal employees in accordance with past practice.

Section 5.4. Compensatory Time. An employee may select to receive compensatory time in lieu of overtime. A forty (40) hour bank of compensatory time may be kept and replenished throughout the work year. For each hour of overtime earned at time and one-half, one and one-half hour of compensatory time can be earned if selected. For each hour of overtime earned at double time, two hours of compensatory time can be earned if selected.

Compensatory time will be used first to compensate employees for time off when scheduled for ten (10) hour days during the summer holidays (Memorial Day, and July Fourth). All other compensatory time can be used by employees to compensate for time off during the year. Scheduling of compensatory time off will be at the sole discretion of the Director of Engineering & Public Works. Compensatory time will be used in at least one (1) hour increments.

If compensatory time is used it will be paid at the employee's current base rate of pay. If it is not used by November 30th of each year, it will be paid out to the employee the first pay period in December.

Section 5.5. Shift Change. The Village will provide a ten (10) working day notice of a temporary shift change unless in the Village's opinion it is determined that the shift change is needed in response to an emergency or other unforeseen condition.

Section 5.6. Septemberfest. The parties agree that Septemberfest manpower will continue to be scheduled on a voluntary basis as long as it is staffed sufficiently. If sufficient staffing is not available, the Village specifically reserves the management right to schedule accordingly. Overtime will be paid if the employee's hours worked meets the overtime provisions. A schedule of persons expected to work Septemberfest will be posted no later than August first.

Section 5.7. Non-Shift Work. If an employee works for three consecutive hours after 9 p.m. and has worked at least six (6) hours of total overtime, the employee will not be required to return to work at 7:00 a.m. the following day. In the event that the next day is a regular work day, the employee will be guaranteed a minimum of eight (8) hours for that calendar day. Any

overtime earned between the regular work days will be blown up at the appropriate overtime rate and eight (8) hours pay for the regular work day will be deducted.

Section 5.8. Shift Differential Pay. All employees covered by this agreement, who work a shift other than a normal designated day shift, shall be paid an additional 6% shift differential. Any shift assignment between 6:00 a.m. and 5:00 p.m., whether it is an eight (8) hour or ten (10) hour shift shall be considered a normal day shift. Any shift worked outside the defined day shift, will be considered to fall in the evening shift. The administration will make every attempt to avoid implementation of a 8:00 a.m. to 4:30 p.m. shift; however, if the utilization of this shift becomes imperative due to operations, the Union will be apprised of its adoption.

Section 5.9. Show Up Time. An employee called back to work after having gone home or called back on a weekend shall receive a minimum of two (2) hours pay at the applicable rate. Each hour spent in excess of two (2) hours on call back work shall be paid for at applicable rates (unless the time extends into his regular shift).

Section 5.10. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

Section 5.11. SCADA Coverage During Off Hours. After hours SCADA coverage, on an off-site basis, shall be assigned in one-week increments among the Water Technicians and one non-bargaining unit supervisor. An employee may, with proper notice to the Village, trade his monitoring assignment with another Water Technician or the supervisor, with the understanding that the employee originally assigned to that particular week is ultimately responsible to insure coverage. A bargaining employee shall receive an additional one hour of pay, at time and a half, for each day of the assignment, i.e. normally 7 hours of additional pay at time and a half for one calendar week of monitoring. If the assignment occurs on a village holiday as named in Section 8.1, the employee shall receive the above mentioned additional hour of pay for that day at two times their normal hourly rate. For purposes of this paragraph, holidays will be the actual date of the holiday versus the date observed by the village. Should an issue arise which requires an employee to return to the worksite, such employee will be entitled compensation under Section 5.9 (Show Up Time).

ARTICLE VI **SENIORITY**

Section 6.1. Definition. As used herein, the term "seniority" shall refer to and be defined as the continuous length of service of an employee covered by this Agreement from last date of hire as a full-time employee of the Village.

Section 6.2. Probation. For the purposes of defining a probationary period, all full-time employees represented by this Agreement will continue to serve a one (1) year probationary period upon employment. During the probationary period, the Village reserves the right to terminate without recourse through the grievance procedure. However, during the one (1) year probationary period, the employee would be eligible, upon satisfactory completion of a six (6)

month evaluation, to receive a step increase during the probationary period within their grade as appropriate.

Section 6.3. Seniority List. Upon request, the Village shall prepare a list setting forth the present seniority dates of all employees covered under this bargaining agreement and shall become effective on or after the date of execution of this Agreement. Such list shall resolve all questions of seniority affecting the employees covered under this Agreement and employed at the time this Agreement became effective. Disputes as to seniority listing shall be resolved by the Human Resources Department.

A copy of the seniority listing shall be posted on the Union bulletin board by the Director of Engineering & Public Works or his designee. A revised copy of the seniority listing shall be posted as needed. A copy of the seniority listing shall be given to the Union members.

Section 6.4. Layoffs. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary in a classification, employees covered by this Agreement will be laid off in accordance with their length of service in a classification.

An employee who is subject to being laid off pursuant to the procedure set forth above may bump the least senior employee in a lower rated classification covered by this Agreement, provided the bumping employee is then qualified to perform the duties of the lower rated classification and holds more seniority than the least senior employee in a lower rated classification. Employees displaced through the exercise of a bump by a more senior employee shall have bumping rights consistent with the provisions of this Section.

Employees who exercise the right to bump shall be paid the rate of the classification to which they are bumping at the appropriate step according to their seniority. If an employee who exercises the right to bump is reasonably determined by the Employer to be unable to perform the duties of the position, that employee may be laid off without further bumping rights but with recall rights to his original classification as otherwise provided in this Article. In that event, the employee who had been displaced from that position by the disqualified employee will be returned to that position.

Except in an emergency, no layoff will occur without at least thirty (30) calendar days' notification to the Union and the employee(s) affected by the layoff. The Village agrees to consult with the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 6.5. Recall. Non-probationary employees who are laid off shall be placed on a recall list for a period of two (2) years following the effective date of the layoff. If there is a recall within a classification, employees who are on the recall list shall be recalled in the inverse order of their layoff from said classification. Employees who are eligible for recall shall be given fourteen (14) 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 Director of Engineering & Public Works or his designee of his/her intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered 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 Director of Engineering & Public Works with his latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list.

Nothing in this Section or this Agreement shall affect the Village's right to employ seasonal employees during the summer months.

Section 6.6. Effects of Layoff. During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

- A. An employee shall be paid for any earned but unused vacation days accrued as of the effective date of layoff.
- B. An employee shall have the right to maintain insurance coverage as set out in the federal COBRA law and the regulations promulgated thereunder.
- C. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
- D. Upon recall, the employee's seniority shall be adjusted by the length of the layoff (i.e., an employee does not earn seniority while on layoff).

Section 6.7. Termination of Seniority. Seniority shall be terminated when an employee: (1) is laid off for a period of two (2) years, or (2) accepts gainful employment while on an approved leave of absence from the Department of Engineering & Public Works, or (3) is absent three (3) consecutive scheduled work days without proper notification or authorization. Under these terms and conditions, the employee waives all rights for a grievance remedy under the terms of this Agreement.

ARTICLE VII

LEAVES OF ABSENCE

Section 7.1. Sick Leave. All employees covered by this Agreement shall be entitled to pro-rated sick leave, which shall be earned at the rate of 8 hours for each full month of service. There shall be a 2080 hour limit to the number of hours which an employee may accrue. The employee, if eligible, may utilize the Illinois Municipal Retirement Fund sick leave accrual for retirement credit option as defined by IMRF. Sick leave shall only be used for the purpose for which it was intended; that being to provide an employee protection against loss of income due to illness. Reasonable proof of illness and recovery may be required by the Director of Engineering & Public Works, Village Manager or their representatives before an employee may return to work or receive sick leave benefits. Sick leave may not be converted into any other form of compensation.

Section 7.2. Bereavement Leave. Permanent full-time employees are eligible for leave of absence with full pay in case of death in the immediate family. Immediate family shall be construed to be:

- (a) Parent, brother, sister, child, grandchild, spouse, stepparent, stepchild, grandparent or great-grandparent; or
- (b) Any relative living in the same household with the employee or dependent upon the employee's care; or
- (c) Any relative of the employee's spouse listed in subparagraph "a" above. An employee must notify his/her supervisor of the need for emergency leave within 24 hours of the start of the actual absence.

The Department Head, with approval of the Director of Human Resources, shall approve payment for absence due to death in the immediate family for all working days from the day of the death up to and including the day after funeral services, but not to exceed 24 hours if assigned to eight (8) hour shifts or thirty (30) hours if assigned to ten (10) hour shifts in any case. The Village retains the right to require any employee requesting funeral leave to prove that a member of the immediate family as defined in this section has in fact expired and when the event occurred. The number of hours can be expanded to 40 hours at the discretion of the Village Manager or his designee. In no event will the Village provide more than 40 hours paid funeral leave.

Section 7.3. Emergency Leave. In cases of serious illness or injury (i.e., sudden, traumatic and unscheduled) in the immediate family as defined in Section 7.2 (Funeral Leave), 24 paid hours if assigned to eight (8) hour shifts or thirty (30) hours if assigned to ten (10) hour shifts of absence may be approved by the Department Head with approval of the Director of Human Resources. This may be extended to 40 hours by the Village Manager or his designee.

Section 7.4. Unpaid Leave. Employees will not continue to accrue seniority credit when on authorized unpaid leave of absence.

Section 7.5. Family and Medical Leave Act of 1993. The parties agree that the Village may take whatever reasonable steps are deemed to be needed to comply with the Family and Medical Leave Act of 1993.

Section 7.6. Jury Duty. Employees will receive their regular paid time for serving on jury duty during their normal work schedules. Employees are not eligible for travel expenses, however, any monies received from the court may be retained to cover these expenses.

Section 7.7. School Visitation Leave. School visitation leave for an employee with a dependent child shall be granted in accordance with applicable law.

ARTICLE VIII

HOLIDAYS AND PERSONAL DAYS

Section 8.1. Holiday Schedule. Employees shall receive the following holidays with pay, if the holiday falls on a regularly scheduled working day:

Independence Day
Memorial Day
Labor Day
Christmas Eve

Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day

If a holiday falls on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on Saturday, then the previous Friday shall be observed as the holiday. If an employee is on vacation when a holiday occurs, the extra day shall be added to the regularly scheduled vacation.

The Village will agree to provide an additional sixteen (16) hours of Holiday time to the members of the Water division that are assigned to permanent ten hour days. This concession is intended to relieve these employees from using vacation or no pay days to make up holiday time off over eight hours. The Village proposes no change in the calculation of holidays for employees working ten hour shifts on a temporary basis.

Section 8.2. Personal Days. Employees assigned to 8-hour shifts shall be entitled to receive, in addition to other time off with pay as so specified in this Agreement, forty-eight (48) hours of personal time each fiscal year. Employees assigned to 10-hour shifts shall be entitled to receive, in addition to other time off with pay as so specified in this Agreement, fifty-six (56) hours of personal time each fiscal year. The employee must formally request the time off and receive approval from his immediate supervisor. Requests shall be responded to on the same day they are received. Personal days not used during the fiscal year will be forfeited.

ARTICLE IX **VACATIONS**

Section 9.1. Vacation Accrual. All regular employees within the bargaining unit shall be entitled to vacation time with pay under the following schedule:

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|----|-------------------------------|---------------------|
| a. | 0-4 years of service | 80 hours as earned |
| b. | 5-9 years of service | 120 hours as earned |
| c. | 10-14 years of service | 160 hours as earned |
| d. | 15 years of service and above | 200 hours as earned |

Section 9.2. Eligibility Requirements. It is agreed that the intent of this Article is to provide vacations to eligible employees who have been consistently employed. Consistent employment shall be construed to mean the receipt of earnings or compensation consisting of workman's compensation in at least seventy-five percent (75%) of the pay periods within the year immediately preceding the employee's anniversary date.

Section 9.3. Vacation Scheduling. Employees shall select the periods of their annual vacation on a first come, first serve basis. Leave requests for vacation days shall be responded to on the same day if the request is applied for at least four (4) hours prior to the normally

scheduled end of the employee's shift. Requests that are received less than four (4) hours prior the normally scheduled end of the employee's shift will be responded to within 24 hours. Reasonable management discretion will be exercised in the granting of vacation days.

Vacation requests encompassing the snow and ice season must be submitted no later than the first Friday in October (i.e., before the snow and ice season begins) and will be granted based on the following criteria. Normally, two employees can be excused from Snow and Ice for each shift, not counting any employee on restricted duty or on workers compensation. Holiday weeks during snow and ice season will be given based upon seniority, however, no employee shall be permitted to select more than one (1) holiday per snow and ice season. If there is open time, an employee will be allowed to take up to five (5) excused absences off, not to exceed three (3) consecutive days (unless on approved paid leave) and up to a maximum of twenty-one (21) calendar days in total (inclusive of approved paid leave). Once an employee selects their dates for excused absences off it shall be counted for selection purposes regardless if the employee actually utilizes those selected dates. Outside the Snow and Ice season, the number of employees scheduled off on vacation will not exceed 50 percent of any one division, provided there are at least two (2) employees working per division. Division foreman will use their own discretion to determine if it is operationally feasible to allow more employees off during this time.

Notwithstanding the foregoing, vacation schedules may be adjusted within operating divisions to accommodate seasonal operations, significant revisions in organization, work assignments or number of personnel within a particular operating division as reasonably deemed necessary by the Director of Engineering & Public Works.

ARTICLE X **INSURANCE**

Section 10.1. Cafeteria Benefits Plan. In lieu of the provisions previously governing hospitalization insurance, dental insurance, optical insurance, and term life insurance, all employees covered by this Agreement will have the opportunity to participate in the Village's Cafeteria Benefits Plan which will enable employees to select the type and kind of benefits they desire from among those offered by the Village on the same terms and conditions that are applicable other Village employees who are participating in said Cafeteria Benefits Plan. If the total cost for the types and kinds of benefits selected by the employee exceeds that amount that the Village contributes, the amount that the employee is responsible for paying shall be done through payroll deduction.

Section 10.2. Retirees Insurance. Employees retiring or on disability retirement shall be allowed to purchase the hospitalization/medical program at the active group rate for current employees by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage until eligible for Medicare (or until the date the employee would be eligible for Medicare if covered by the Medicare program).

Section 10.3. Flexible Spending Account. The Village shall extend its Flexible Spending Account to cover dependent care and unreimbursed medical expenses on the same terms and conditions that are applicable to Village employees generally.

Section 10.4. Right to Change Carriers. The Employer shall have the right to change insurance carriers or otherwise provide for coverage (e.g., self-insurance) as long as the level of benefits is substantially the same or better. Before any change is made it shall be discussed by the Village at a Labor-Management Conference.

Section 10.5. Terms of Policies/Plans to Govern. The extent of coverage under the insurance policies/plans referred to in this Article shall be governed by the terms and conditions set forth in said policies/plans. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy/plan and shall not be subject to the grievance procedure set forth in this Agreement.

Section 10.6. Right to Maintain Coverage While on Unpaid Leave or on Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 10.7. Disability Insurance. The Village agrees to administer one voluntary employee paid short term disability plan for the purposes of allowing employees to contribute directly from their wages to the plan. There will be no Village contribution to the plan.

ARTICLE XI

SALARIES AND COMPENSATION

Section 11.1. Wages. It is agreed that employees covered under this Agreement shall be compensated based upon the compensation plan shown as Appendices A, B and C to this Agreement. These Appendices incorporate the following across-the-board salary adjustments:

- Effective May 1, 2016---2.25% (fully retroactive for employees in the unit on the date of ratification)
- Effective May 1, 2017—2.25%
- Effective May 1, 2018---2.0%

Section 11.2. Evaluations and Step Progression. Evaluations will be done on an annual basis. All new employees will be evaluated as of their starting date anniversary. Employees in service at the time this agreement is signed will continue to be evaluated as of their current position anniversary date. Except as otherwise provided in this Section, employees achieving a fully meets expectations or above on their evaluation will be moved to the next higher step within their job classification.

Employees receiving a needs improvement or unacceptable rating will remain in the same step or at the same salary if they are not on a step.

When an employee is evaluated annually under this Section for purposes of a potential step increase, such employee must have performed the essential duties of their regular job classification for at least six (6) months of the twelve (12) month evaluation period, as determined by the Village, or such employee shall be ineligible for a step increase. Provided, however, if an employee was on restricted duty under Section 20.3 in lieu of remaining on workers compensation leave, then such employee will be evaluated regardless of whether the

employee performed the essential duties of their regular job classification or the restricted duty assignment. The employee's immediate non-bargaining unit supervisor will normally prepare the evaluation and may prepare comments, notes and other analysis prior to the meeting and use them during the evaluation. The Assistant Director and/or the Director may change the evaluation scores, but must provide the basis for the change in writing. Any changes will be made available for the employees review.

The Foreman or immediate non-bargaining unit supervisor performing the evaluations of support personnel will solicit and utilize comments from the lead position employees. Employee will only be evaluated based on work done during the evaluation period or duties defined in their applicable job descriptions. Also, that previous year's performance will not affect current evaluations. It will be possible to obtain the total number of points on the evaluation by exceeding expectations on all criteria.

Section 11.3. Longevity Pay. Longevity pay shall be paid to all employees hired prior to May 1, 2000 and covered by this Agreement in accordance with the following schedule:

Upon completion of 5 years service	\$ 450.00
Upon completion of 10 years service	\$ 600.00
Upon completion of 15 years service	\$ 900.00
Upon completion of 20 years service	\$1,200.00
Upon completion of 25 years service	\$1,500.00

The above amounts are in addition to the normal wage or salary of an employee, regardless of salary step of the employee. Longevity will be paid as a separate check with the last payroll of November each year.

Section 11.4. Out of Classification Pay. Effective with the first pay period following ratification of this Agreement by both parties, an employee who is assigned to work and who performs the work of an employee or Heavy Equipment Operator whose position classification is paid higher and does so for a period of 4 hours or more will receive additional acting pay of 6% of their base hourly rate per hour. Out of classification pay only applies to position classifications identified in Appendices A, B or C or when an employee covered in this collective bargaining agreement is assigned to act in the capacity of a Foreman or Inventory Control Supervisor. It is understood that the employee bears the responsibility to submit acting pay requests the Friday before a regular pay day.

Out of classification assignments to qualified employees within a Division will be made on a rotational basis, provided that if an employee demonstrates that he has not received an out of class pay assignment that he/she should have received, such employee shall have first preference to future out of classification pay assignments until the matter is remedied.

Section 11.5. Certified Automotive Technician. The Village agrees to continue the Certified Technician program. Compensation for certification is 5% above the appropriate step of the mechanics current position classification. To receive certification, the mechanic must pass eight individual tests pertaining to various fields of automotive repair. The tests evaluate the mechanic's competence in the following fields of automotive repair: engine, automatic

transmission, drive train and axle, front end, brakes, electrical, heating and air-conditioning and ending performance. The heavy duty truck mechanic must pass five individual tests: gasoline or diesel engine, drive train, brakes, suspension steering, and electrical systems. After certification, mechanics would be classified as Automotive Technician. The tests are administered by the National Institute for Automotive Service Excellence (“ASE”) and are offered approximately once a year.

To qualify as a Certified Automotive Technician, the employee must satisfy all ASE requirements to be certified as Master Automotive Technician or Master Heavy Duty Truck Technician. To maintain certification, mechanics must be recertified periodically as required by ASE. If a mechanics fails to recertify, he or she will lose the certified status and the proposed additional compensation that goes with that status.

The Village through the tuition reimbursement program and other training policies encourages our employees to participate in training/educational improvements and would continue to do so in this Automotive Technician Certification Program. However, the employee must attend the class and study on his or her own time and satisfy any other related Village policy or procedure.

The Village will agree to the proposed Fire Apparatus Mechanic Program certification pay of 1% of base salary. The certification program will be limited to three (3) technicians (four (4) technicians effective the first pay period following the ratification of the 2006-2009 Agreement by both parties) selected by and at the discretion of the Director of Engineering & Public Works.

ARTICLE XII **UNIFORMS**

Section 12.1. Uniforms. It is agreed that all employees covered by this Agreement shall receive a \$600 uniform allowance annually for the term of this Agreement. The allowance is for the purchase and maintenance of uniforms worn during the course of employment with the Village. The uniform purchased and maintained by the employee shall be acceptable to the Director of Engineering & Public Works and shall meet the standards of the Department. The employee assumes full responsibility and obligation for the provisions of uniforms. It is understood that with the payment of the uniform allowance it is the intent of the Village and shall be the responsibility of all employees to purchase safety shoes and that these shoes, or some related protective toe device, acceptable to the Director of Engineering & Public Works, shall be worn at all times during the course of duty of the employee. The employee will be responsible for any additional copies purchased and will be responsible for maintenance of the uniform.

Uniform allowance shall be paid as part of the payroll process in June of each year. New hires shall receive a uniform allowance on or about their starting date of employment, on a pro-rated basis.

The type, style, and/or color of uniforms shall be determined by the Director of Engineering & Public Works. The Standard Operation Procedures setting forth the uniform standards specified by the Director of Engineering & Public Works that will be in effect are

attached as Appendix D. Employees shall comply with such standards.

Section 12.2. Uniforms and Quartermaster System. The Village will provide the following items:

- (a) Safety Goggles
- (b) Work Gloves
- (c) Rubber Boots
- (d) Carhartt or similarly manufactured Winter Coat
- (e) Carhartt or similarly manufactured Bib Coveralls
- (f) Work baseball cap
- (g) Personal Protective Gear, including rain gear, safety vest, safety goggles, respirators, hearing protection devices, hardhat, back support system (voluntary).
- (h) Spring/fall jacket
- (i) 5 – tee shirts with color and markings meeting ANSI safety standards

All employees will be issued one set of the above items if they do not already have them. If an item is worn beyond repair the employees may submit it to their immediate supervisor for replacement. If the items is lost or destroyed through misuse, the employee will be required to pay the cost of replacement.

Section 12.3. Prescription Safety Eyewear. The Village will reimburse the employee's post insurance expenses for the replacement of approved prescription safety glasses that may be damaged in the course of employment. This section does not preclude the employee from using safety goggles or face shields, if called for by the job safety analysis (JSA). Safety prescription eye wear must meet applicable ANSI standards for the work being performed, as determined by the Village. The lens material will be plastic or polycarbonate lenses. Tinted lenses are permissible, however the employee is responsible for the additional cost of this type of lens.

ARTICLE XIII **MISCELLANEOUS FRINGE BENEFITS**

Section 13.1. Deferred Compensation Plan. Employees covered by this Agreement shall have the same opportunity to participate on a payroll deduction basis in any deferred compensation plan that may be available to Village employees generally.

Section 13.2. Credit Union. Employees shall have the opportunity to participate in a designated credit union on a payroll deduction basis.

Section 13.3. Tuition Reimbursement. Employees shall have the opportunity to participate in any tuition reimbursement program which the Village may, from time to time,

establish in accordance with such terms and conditions as the Village may establish for such program generally.

Section 13.4. Tool Allowance. It is agreed that those employees classified as an Automotive Technician or Automotive Lead Technician will receive a \$475 (\$500 effective May 1, 2007) tool allowance annually for the term of this Agreement. It is understood that employees must continue to supply their own personal tools as a requirement of their employment for the positions referenced above. The employee must have completed the probationary period and be on full-time status to be eligible to receive the tool allowance. Tool allowance shall be paid as part of the payroll process in June of each year. If an employee covered by this article comes off of probation after the first payroll in June, tool allowance will be prorated to that employee to cover the remainder of that fiscal year.

Section 13.5. Maintenance of Economic Benefits. Unless otherwise provided elsewhere in the Agreement, all economic benefits which are set forth in this Agreement and those listed below are the only benefits to which the Village agrees to maintain. Benefits not specified in this agreement are subject to change or elimination by the Village at any time. Benefits provided for in this section will be processed or ordered within 60 days of the completion of award criteria. For item c, the date of incident or award shall determine eligibility and will restart the “clock” with respect to a new award period.

- (a) Snow and ice truck inspection awards (best truck) – gift card.
- (b) Employee of the Month - four (4) hours off with pay.
- (c) Accident free days - 4 hours off with pay (as a division).
- (d) Safety suggestion award - \$25.00.
- (e) Personnel award - outstanding/heroic achievement - \$100.00.
- (f) Two daily breaks of 15 minutes each.
- (g) Park District pass(es) for twenty employees.
- (h) The Village will pay the difference between a regular class D drivers license and a class C commercial drivers license including the renewal of license.
- (i) During a snow storm call out as determined and defined by the Director of Engineering & Public Works or his designee, outside an employee’s regular work schedule a one-half hour paid lunch break will be provided.
- (j) The departmental safety program is entitled Safe Team Award Recognition System (STARS). Each fiscal year, a gift card will be substituted for points, with one (1) point being equal to one dollar (\$1.00), with no carryover from one fiscal year to another. Each fiscal year, no employee who has a chargeable incident, *i.e.*, an incident that requires medical treatment beyond first aid, loss of work time, or property/vehicle damage over \$500, shall be eligible for any benefit

under this program for the fiscal year quarter in which the incident occurs. The STARS Program is set forth in a Standard Operating Procedure issued by the EPW Director and attached hereto. Further modification of the safety program shall only be made after discussion at a Labor-Management Conference and approval of both parties.

- (k) An employee who does not have a chargeable vehicle accident for eight (8) consecutive quarters will qualify for a safe driving award of \$100 to be paid into the STARS program. An employee can again qualify for this safe driving award by having eight (8) new consecutive quarters without having a preventable vehicle accident.

Section 13.6. Unused Sick Leave at Retirement. Accrued, unused sick leave shall be forfeited at the time of separation or termination of employment; the employee who has a minimum of 720 hours of accumulated unused sick leave, and has an approved pension from the Illinois Municipal Retirement Fund (IMRF), shall upon retirement be paid at their regular salary, in a lump sum into the employee's VEBA Health Reimbursement Account (HRA), according to the following schedule:

After 20 years of service	240 hours of pay
After 25 years of service	360 hours of pay
After 30 years of service	480 hours of pay

An hour of pay for the purposes of this Section shall be defined as the employee's straight time hourly rate of pay immediately prior to the time of retirement, plus certification pay and/or shift differential pay if the employee is receiving certification pay and/or shift differential pay immediately prior to the time of retirement. In the event of the death of an active employee who otherwise would be eligible under this provision, a lump sum payout will be paid to the employee's estate.

The amount attributable to unused sick leave in accordance with the above provisions shall be deposited on a pre-tax basis at the time of the employee's retirement in the employee's VEBA Health Reimbursement Account (HRA) for use by the employee for purposes specified in the Village's VEBA HRA plan document, including but not necessarily limited to payment for continued coverage under the Village's group hospitalization and medical insurance program and for unreimbursed medical expenses approved by the VEBA HRA. The VEBA HRA plan document provides that if there is any amount remaining in an employee's account at the time of death, the remaining amount will be disbursed as provided by the plan document.

ARTICLE XIV

DRUG AND ALCOHOL TESTING POLICY

Section 14.1. Generally. The Village may require an employee to submit to drug and/or alcohol tests if the Village determines there is reasonable suspicion for such testing, and provides the employee with the basis for such suspicion in writing within 24 hours after the test is administered.

The Village shall use only licensed clinical laboratories for such testing and shall be

responsible for maintaining the proper chain of custody. The taking of urine samples shall not be witnessed, unless there is reasonable suspicion to believe the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive test result shall not be submitted to the Village unless a confirmatory test result is also positive as to the same sample. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

The results of any positive tests shall be made available to the Village. If an employee tests positive for the use of a proscribed drug (i.e., an illegal drug, contraband), the Village can take such action as the Village, in its discretion, deems appropriate. The first time an employee tests positive for substance abuse involving something other than a prescribed drug, the employee shall be required to enter and successfully complete the Village's Employee Assistance Program ("EAP") during which time the employee may be required to submit to random testing with the understanding that if the employee again tests positive, the Village can take such action as the Village, in its discretion, deems appropriate. Notwithstanding the foregoing, the Village retains the right to take such action as the Village, in its discretion, deems appropriate if an employee consumes alcohol while on duty.

The illegal use, sale, possession of prescribed drugs or production of same at any time while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline including termination. All other issues relating to the testing process (e.g., whether there is reasonable suspicion for ordering an employee to submit to a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement. Except where there is imminent danger to the life of an employee or others, the administrator of the Village's EAP program shall maintain in strict confidentiality the fact that an employee has voluntarily sought assistance from the Village's EAP. Seeking confidential assistance from the Village's EAP shall not be grounds for disciplinary action.

Section 14.2. CDL Drug and Alcohol Testing. If an employee's job requires a commercial driver's license (CDL) and if the Federal or State government requires a drug test in conjunction with the application for a commercial driver's license, employees covered by this Agreement will submit to mandatory drug testing as prescribed and directed by the Federal or State government statutes. The Village will establish the required rules, regulations and procedures governing the misuse of alcohol and/or the use of controlled substance as set forth by the Omnibus Transportation Employee Testing Act of 1991 and detailed in 49 CFR Parts 382, 391, 392 and 395. These procedures are explained in the Public Works' Alcohol and Controlled Substances Testing Policy. The Village reserves the right to make necessary changes to these

procedures to comply with any federal/state mandated regulations.

ARTICLE XV
SAFETY

The Village has a Safety Program that is described in the Village-wide Safety Manual. It includes the establishment of Department Safety Committees, a Village Safety Committee and an Executive Safety Committee. All employees are required to follow the safety rules and regulations contained in the Village Safety Manual. The Village reserves the right to revise this manual as necessary to comply with federal and state regulations as well as any other revisions necessary to maintain a safe work environment. If an employee has a reasonable belief that his safety and health are in imminent danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall immediately inform his supervisor or a competent person, as designated by the Village, if the supervisor cannot be promptly contacted, who shall have the training and authority to determine the action, if any, to be taken up to shutting down the job site. Employees will not be disciplined or suffer any retaliation for reporting a safety violation in good faith.

Employees shall comply with all safety rules and regulations established by the Village. The Village will retain the sole right to determine if an unsafe working condition exists and if work will continue or be stopped. The Village will also determine the remedy for any condition deemed to be unsafe.

Grievances regarding safety will be evaluated pending a review and recommendation by a safety committee designated by the Village Manager. To allow for a finding by the safety committee to be reviewed prior to a response by the Village, at whatever step the grievance is presented the Village will have twenty-one (21) days from the time the safety committee makes its recommendation to respond to the grievance. The intention is to allow the Village to review the testimony and findings of the safety committee, not for the safety committee to determine the outcome of the grievance. The Village is not under any obligation to rely solely on the information provided by the safety committee and is under no obligation to render a decision that is consistent with the findings of the safety committee. The Village retains the right to make an independent decision regarding the grievance based on its sole discretion subject to other provisions of the grievance procedure as outlined in this Agreement.

It is agreed that the Village has the right to take any actions necessary to be in compliance with the requirement of any federal/state law applicable to the Village.

ARTICLE XVI
DISCIPLINE

The Village has the sole right to promote, suspend, discipline or discharge an employee for just cause. The Village has the sole right to make, publish and enforce rules and regulations it deems to be in the Village's best interest. The progressive disciplinary processes outlined in the Village's Personnel Manual will be observed in the administration of corrective/disciplinary action.

ARTICLE XVII
MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

- (a) The right to determine its mission, policies, and set forth all standards of service offered to the public;
- (b) To plan, direct, schedule, control and determine the operations or services to be conducted by the employees of the Village;
- (c) To determine the methods, means, number of personnel needed to carry out the department's mission;
- (d) To direct the working forces;
- (e) To hire and assign or to transfer employees within the Village;
- (f) To promote, suspend, discipline or discharge for just cause;
- (g) To lay off;
- (h) To make, publish, and enforce rules and regulations;
- (i) To introduce new or improved methods, equipment or facilities;
- (j) To contract for goods and services;
- (k) To take any and all actions that may be necessary to carry out the mission of the Village and the Engineering & Public Works Department in situations of civil emergency as may be declared by the President and the Board of Trustees, the Village Manager or Acting Village Manager, the Director of Engineering & Public Works or Acting Director of Engineering & Public Works, provided that no right enumerated herein shall be exercised or enforced in a manner contrary or inconsistent with the provisions of this Agreement. The President and Board of Trustees has the sole authority to determine the purpose and mission of the Village and the amount of budget to be adopted thereto. If, in the sole discretion of the President and Board of Trustees, the Village Manager or Acting Village Manager, the Director of Engineering & Public Works or Acting Director of Engineering & Public Works, it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods or other similar catastrophes, the provisions of this Agreement may be suspended by the President and the Board of Trustees or the Village Manager during the time of the declared emergency, provided that wage rates and

monetary fringe benefits shall not be suspended, and that provisions of this section shall not limit an employee's right to invoke the grievance procedure.

- (l) To determine the number and location of facilities and offices as well as staffing and equipment;
- (m) To establish qualifications of employment;
- (n) To schedule and assign shifts;
- (o) To establish and modify performance standards and objectives;
- (p) To determine the duties, responsibilities and work assignments of any position or job classification;
- (q) To determine and establish, change, combine or abolish positions and job classifications;
- (r) To change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities.

In the absence of an emergency, the Village will make reasonable effort to notify the employee who is to be transferred with a ten (10) working day advance notice of said transfer. Notification for temporary transfers is not required.

ARTICLE XVIII **UNION RIGHTS**

Section 18.1. Union Bulletin Board. The Village will make available to the Union space for a Union bulletin board in each of the employee lunch rooms for the posting of official Union notices and information of a non-political and non-inflammatory nature, provided that the posting of notices concerning existing or proposed legislation or regulations shall not be considered political in nature. The Union will limit the posting of Union notices to said bulletin board.

Section 18.2. Meetings. Up to nine (9) members of the bargaining unit will be permitted to meet one hour a week for not more than four weeks during the three months prior to the expiration date of this Agreement to prepare for negotiations. The time for such meetings must be approved in advance by the Director of Engineering & Public Works or designee, provided such approval shall not be unreasonably withheld.

Section 18.3. Access to Premises. Duly authorized Union representatives will be permitted access at reasonable times to the premises of the Village for the purpose of handling grievances, representing employees pursuant to the provisions of this Agreement and/or administering the provisions of this Agreement, provided advance notice is given. These business representatives will be identified to the Engineering & Public Works Director or designee and on each occasion will first secure the prior approval of the Public Works Director or designee, which approval will not be unreasonable denied. Such representatives will conduct

their business so as not to interfere with Village operations or interrupt the work of any bargaining unit employee. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Village rules applicable to non-employees.

ARTICLE XIX
DUES CHECKOFF AND FAIR SHARE

Section 19.1. Dues Deductions. During the term of this Agreement, the Village will deduct from each employee's paycheck once each pay period the uniform, regular Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form. The Village will send the dues collected under this Section to the Union each month.

The actual dues amount to be deducted, as determined by the Union, shall be uniform in each classification and step in order to ease the Village's burden of administering this provision. The Union may change the fixed uniform dollar amount once each calendar year during the life of this Agreement by giving the Village at least thirty (30) days' notice of any such change in the amount of the uniform dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amount paid to the Union in error on account of this dues deduction provision.

Section 19.2. Fair Share. During the term of this Agreement, employees who do not choose to become dues paying members of the Union shall, commencing sixty (60) days after their employment or sixty days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution

of any objections raised by fair share fee payors to the amount of the fair share fee.

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

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 19.3. Indemnification. The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village in complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article.

ARTICLE XX

MISCELLANEOUS PROVISIONS

Section 20.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Union and the Village Board and signed by authorized representatives thereof and may be amended or modified during its term only with the mutual written consent of both parties.

Section 20.2. Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision(s) concerned.

Section 20.3. Restricted Duty. The Village may require an employee who is on Worker's Compensation leave (as opposed to disability pension) to return to work in an available restricted duty assignment that the employee is qualified to perform, provided the Village's physician has reasonably determined that the employee is physically able to perform the restricted duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

An employee who is on sick leave or Workers' Compensation leave (as opposed to disability pension) has the right to request that he be placed in an available restricted duty assignment that the employee is qualified to perform and such a request shall not arbitrarily and unreasonably be denied, provided that the Village's physician has reasonably determined that the employee is physically able to perform the restricted duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a

reasonable expectation that the employee will be able to assume full duties and responsibilities within three to six months.

If an employee returns or is required to return to work in a restricted duty assignment and the employee is unable to assume full duties and responsibilities within three to six months thereafter, the Village retains the right to place the employee back on the applicable leave.

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

Section 20.4. Fitness Examinations. If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have an examination by a qualified and licensed medical professional(s) selected by the Village. The foregoing requirement shall be in addition to any requirement that an employee provide at the employee's own expense a statement from the employee's doctor upon returning from sick leave or disability leave that the employee is fit to return to work. If the Village determines that an employee is not fit for duty based on such examination(s), the Village may place the employee on sick leave or disability, as the circumstances may warrant.

Section 20.5. Precedence of Agreement. If any subject matter is covered by the provisions of this Agreement and the provisions of any Village policy, regulation or rule, the provisions of this Agreement shall govern and control.

Section 20.6. Vacancies. If there is a full-time vacancy in a full-time bargaining unit position that the Village has decided to fill, then a notice of such vacancy will be posted (including Union bulletin boards) for at least seven (7) calendar days. Any employee interested in applying for the vacancy must apply for the vacant position utilizing the electronic vacancy procedures in place at that time. During the posting period and until the position is filled, the Village may temporarily fill the position. Even though a job opening has been posted, the Village retains the final right to determine whether or not to fill the position, and if filled, by whom, pursuant to the provisions of this Section.

In filling a full-time bargaining unit vacancy that the Village has decided to fill, the goal shall be to obtain the most qualified person for the position. If two or more applicants (internal and/or external) who have requested or applied to be considered for a full-time vacancy are determined to be equally qualified in terms of their skills and abilities for the position, seniority shall be the tie-breaker.

Section 20.7. Promotions. An employee who is promoted to a higher classification will move to the first step in the new pay range that is higher than the previous classification.

If an internal employee is chosen for promotion to a vacancy that requires certification or licensure as documented in the position description, the employee will be granted one (1) year from date of eligibility to obtain the needed licensure or certification. The Village will award the position to the employee if they meet the licensure/certification during or at the end of the one year period. This employee will be excluded from the provisions of Section 5.7 (Shift

Differential) and Section 11.4 (Out of Classification Pay) for purposes of compensation. If licensure/certification is obtained, the employee will then be promoted as outlined above.

Section 20.8. Americans with Disabilities Act. It is agreed that the Village has the right to take any actions necessary to be in compliance with the requirements of the Americans with Disabilities Act. Nothing herein is intended to preclude the Union from grieving or arbitrating any Village action which, in its view, violates the agreement and is unnecessary in order to comply with such Act.

ARTICLE XXI **ENTIRE AGREEMENT**

The parties acknowledge that, during 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 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 waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment.

ARTICLE XXII **SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. The subject matter of such invalid provision shall be open for negotiations over a substitute for the invalidated Article, Section or portion thereof if requested by either party in writing within thirty (30) days after the date the Article, Section or portion thereof was invalidated.

ARTICLE XXIII **DURATION AND TERM OF AGREEMENT**

Section 23.1. Term of Agreement. This Agreement shall be effective until April 30, 2019. It shall continue in effect from year to year thereafter unless notice of termination is given in writing either by certified mail by either party not later than ninety (90) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 23.2. Continuing Effect. Notwithstanding any provision of Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations, including resolution of impasse procedures, are continuing for

Section 23.2. Continuing Effect. Notwithstanding any provision of Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations, including resolution of impasse procedures, are continuing for a new Agreement or part thereof between the parties.

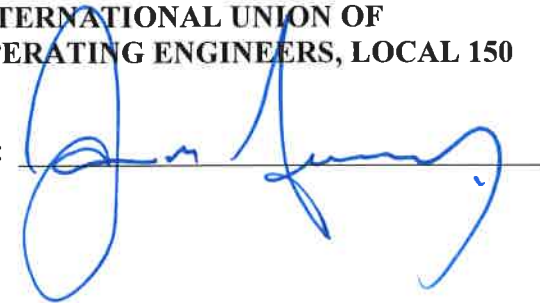
Section 23.3. Mediation. If following good faith negotiations there is no reasonable expectation of reaching an agreement, either party may request in writing that the parties mutually agree to the appointment of a mediator by the Federal Mediation and Conciliation Service (FMCS). The mediator appointed by the FMCS shall not make public any recommendations without the express written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 28th day of JUNE, 2016.

VILLAGE OF SCHAUMBURG

By: 

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150**

By: 

By: Deanna M. Distasio

PUBLIC WORKS PAY RANGES

APPENDIX A

2016-17

SUPPORT	Entry	Level 1	Level 2	Level 3	Level 4	Level 5
GRADE 1WS	52,177	54,241	57,466	61,484	64,767	68,717
Maintenance I						
GRADE 3WS	54,787	56,952	60,339	64,559	68,006	72,154
Inventory Control Spec.						
GRADE 5WS	58,228	60,576	64,221	68,741	72,442	76,146
Automotive Technician						
LEAD						
GRADE 1WL		60,238	63,126	66,124	72,504	78,883
Maintenance II						
GRADE 3WL		62,953	66,093	69,333	77,915	86,505
Lead Automotive Tech.						
GRADE 4WL		62,354	65,352	68,494	75,075	81,649
Forester						
Heavy Equipment Oper.						
Horticulturist						
Water Technician I						
GRADE 5WL		65,352	68,494	71,732	77,493	83,255
Water Technician II						
GRADE 6WL		54,873	60,314	63,534	67,408	72,797
Electrician Technician						
GRADE 7WL		64,582	67,036	70,861	77,093	84,128
Electrician						

PUBLIC WORKS PAY RANGES

APPENDIX B

2017-18

SUPPORT	Entry	Level 1	Level 2	Level 3	Level 4	Level 5
GRADE 1WS	53,351	55,461	58,758	62,867	66,224	70,263
Maintenance I						
GRADE 3WS	56,019	58,234	61,696	66,011	69,537	73,777
Inventory Control Spec.						
GRADE 5WS	59,538	61,939	65,666	70,287	74,072	77,859
Automotive Technician						
LEAD						
GRADE 1WL		61,593	64,546	67,612	74,136	80,658
Maintenance II						
GRADE 3WL		64,370	67,580	70,893	79,668	88,451
Lead Automotive Tech.						
GRADE 4WL		63,757	66,822	70,035	76,764	83,486
Forester						
Heavy Equipment Oper.						
Horticulturist						
Water Technician I						
GRADE 5WL		66,822	70,035	73,346	79,237	85,128
Water Technician II						
GRADE 6WL		56,108	61,671	64,964	68,925	74,435
Electrician Technician						
GRADE 7WL		66,035	68,544	72,456	78,828	86,021
Electrician						

PUBLIC WORKS PAY RANGES

APPENDIX C

2018-19

SUPPORT	Entry	Level 1	Level 2	Level 3	Level 4	Level 5
GRADE 1WS	54,418	56,570	59,934	64,125	67,549	71,669
Maintenance I						
GRADE 3WS	57,140	59,398	62,930	67,331	70,927	75,253
Inventory Control Spec.						
GRADE 5WS	60,729	63,178	66,979	71,693	75,553	79,416
Automotive Technician						
LEAD						
GRADE 1WL		62,825	65,837	68,964	75,619	82,271
Maintenance II						
GRADE 3WL		65,657	68,932	72,310	81,261	90,220
Lead Automotive Tech.						
GRADE 4WL		65,032	68,159	71,436	78,299	85,155
Forester						
Heavy Equipment Oper.						
Horticulturist						
Water Technician I						
GRADE 5WL		68,159	71,436	74,813	80,822	86,831
Water Technician II						
GRADE 6WL		57,230	62,905	66,263	70,303	75,924
Electrician Technician						
GRADE 7WL		67,356	69,915	73,905	80,405	87,742
Electrician						

**DEPARTMENT OF ENGINEERING & PUBLIC WORKS
STANDARD OPERATING PROCEDURES**

APPENDIX D

Chapter #: 16.1
Title: Approved Uniform – Field Employees
Category: Uniforms and Personal Appearance
Effective Date: 07/01/2007
Amended: 12/16/2008
Reviewed & Approved: 01/21/2010

Statement: All departmental employees shall exhibit a professional image by presenting a clean, neat, and groomed personal appearance when coming into work. A businesslike demeanor instills confidence in our operations and enhances the public’s perception of our commitment to quality and professionalism. It is understood that during the workday, field operations personnel are occasionally involved in activities that may result in soiled clothing articles.

Village Responsibility: Upon the start of employment, the village shall provide the new Field Operations employees with one of each of the following items:

- Safety Eyewear
- Work Gloves (may be more than one set depending on the type of work the employee is performing)
- Rubber Boots
- Winter coat with ANSI safety markings - Village issue only
- Bib Coveralls - Village issue only
- Hats - Village issue only
- Personal Protective Gear, including rain gear, safety vest, safety goggles, respirators, hearing protection devices, hardhat, back support system (voluntary)
- Spring/fall jacket, navy blue or with ANSI approved safety markings - Village issue only
- 5-Tee shirts - high visibility yellow
- Although voluntary, it is strongly suggested that a back support be worn when lifting, carrying, pushing, pulling, shoving any object over 25 lbs. Please refer to the appropriate Job Safety Analysis (JSA) for activities to which you may be exposed.

Approved Uniforms for Field Operations Employees:

Employee Responsibilities: Field operations personnel are required to wear a complete uniform while at work, which includes at a minimum: a regulation shirt, pants, and safety shoes.

Village issued identification cards shall be worn at all times unless the wearing of the ID poses a safety hazard.

Shirts: Acceptable styles include: Long or short-sleeve royal blue with white pin stripes poly/cotton shirts with collar (Electricians – all cotton); long or short sleeve navy blue polo poly/cotton (Electricians – all cotton) shirts with collar. Navy blue hooded sweat shirts may be worn as outer wear. Navy blue long sleeve fleece pullover with collar.

ALL shirts shall indicate the employee's first name and Village of Schaumburg, Engineering & Public Works Department approved logo, embroidered or silk-screened in white block lettering. The name and logo must be large enough to be visible and readable at a 10 foot distance.

Tee-shirts: Village provided hi-visibility yellow T-shirts may be worn as an outer shirt.

Under Shirts: Employees may wear T-shirts in the following solid colors: Navy blue, gray, white, or black with no visible markings. Hi-visibility T-shirts may **not** be worn as an under shirt.

Pants: Uniform pants shall be industrial permanent press cotton/poly blend (Electricians – all cotton) solid navy blue in color. Pants shall not feature any repair patch or decoration, other than the manufacturer's identification. The pant leg may be standard cut or moderate flair bottom. Blue jeans are **not** acceptable at any time.

Shorts: Shorts are not acceptable and **shall not** be worn at any time.

Safety Shoes: A minimum requirement is a six (6) inch high safety work boot with ANSI rated 75 safety toes, made of heavy weight leather, having a heavy weight sole and heel and full laces. Safety shoes shall be worn at all times when engaged in village business. Specific job activities may require additional protection as noted in the appropriate Job Safety Analyses (e.g. Electrical-shock projection). Socks must be worn at all times.

Hats: Village issue only.

1/17/07 - The following hat was approved by the Director of EPW: Navy Blue Flexfit, Cool and Dry Baseball Hat.

Spring/Fall Jackets: Village issue only.

Winter coats: Village issue only.

Bib overalls: Village issue only.

Corrective Action: Employees who do not wear a regulation uniform to work as required may be sent home by supervisors to change or be subject to progressive corrective action.

Replacement of articles due to wear: If at any time the equipment or apparel issued needs replacement due to normal use or accidental damage, the original articles must be turned into the employee's supervisor, who will initiate replacement from the department's Central Stores. The department's Inventory Control Clerk will maintain a log for each employee to track the use of replacement items.

Replacement of articles due to loss: Employees who lose items will be financially responsible for replacing them.

SIDE LETTER - CHANGES IN BARGAINING UNIT POSITIONS

Prior to any reduction, elimination or reclassification of bargaining unit positions, whether through attrition, layoff or for any other reason, the Village agrees to meet with up to four (4) representatives of the Union for the sole purpose of discussing the Village's actions. The Village retains the sole, exclusive and absolute right and authority to reduce bargaining unit positions for whatever reason it deems fit. The meeting is only for informational purposes and does not bind the Village to negotiate any reduction in force or the effect of any reduction in force.

This letter is not to be considered as part of the collective bargaining agreement and therefore it is not subject to any of the terms and conditions of the collective bargaining agreement between the Village and the Union.

For Village of Schaumburg

De A. Tansard

Date: 6/28/16

For International Union of Operating
Engineers, Local 150

Deanna M. Distasio

Date: 6/21/16

SIDE LETTER - SEPTEMBERFEST OVERTIME

At the request of the Union, the Village agrees to notify a representative of the Union of any action that would lead to a reduction in overtime normally attributed to the Septemberfest festival for public works employees covered by the collective bargaining agreement. The Village reserves the right to institute any changes it deems necessary to reduce costs associated with Septemberfest and in no way relinquishes its rights to schedule any work.

This letter is not to be considered as part of the collective bargaining agreement and therefore it is not subject to any of the terms and conditions of the collective bargaining agreement between the Village and the members of the Union.

For Village of Schaumburg

Eric A. Fungel

Date: 6/28/16

For International Union of Operating Engineers, Local 150

Deanna M. Distasio

Date: 6/21/16

SIDE LETTER - "EXCUSED" TIME

"Excused" time as referred to in Article IX (Vacations) means time for which an employee does not need to be available for snow and ice call out. Employees may take excused time off that applies only to one shift, i.e., an employee can be excused from snow and ice call out during the night shift without using two excused time periods off. Employees off on vacation or excused time can return to the next day shift.

This letter is not to be considered as part of the collective bargaining agreement and therefore it is not subject to any of the terms and conditions of the collective bargaining agreement between the Village and the Union.

For Village of Schaumburg

Bill A. Jensen

Date: 6/28/16

For International Union of Operating
Engineers, Local 150

Deanna M. D'Staro

Date: 6/21/16

SIDE LETTER - CLASS A WATER OPERATORS LICENSE

The parties agree that Roy Anders will continue to receive an additional five percent (5%) over and above his regular base pay for as long as he is employed by the Village as a Water Technician I and possesses a valid Class A Water Operators License.

For Village of Schaumburg

Bob A. Fausel

Date: 6/28/16

For International Union of Operating Engineers, Local 150

Deanna M Distasio

Date: 6/21/16

SIDE LETTER – VOLUNTARY OVERTIME

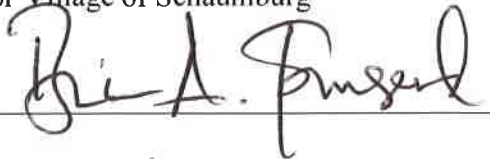
For purposes of voluntary overtime assignments made pursuant to Section 5.3 of the Agreement, the following shall apply:

- Employees will only be allowed to provide 1 phone number
- Waiting for an employee to call back will not be necessary or expected
- The order of the list will be determined by calculating all OT hours offered, versus the current process of only counting voluntary OT offered
 - This will not include snow and ice or Septemberfest OT
- The list will be reset, and initially ordered under seniority
- Every May 1, the hours offered will be “reset” to zero. This will not change the order, but will allow for quicker movement within the list
- Any new employee will be added to the 50th percentile of the list

Any dispute concerning the interpretation or application of this Side Letter shall first be raised at the next Labor Management Meeting following the date of occurrence. If not resolved at such meeting, a grievance may be filed in a timely fashion thereafter.

Unless otherwise mutually agreed in writing, this Side Letter shall cease to be effective on April 30, 2016.

For Village of Schaumburg



Date: 6/28/16

For International Union of Operating Engineers, Local 150



Date: 6/21/16

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