

**AGREEMENT
BETWEEN
THE VILLAGE OF SCHAUMBURG
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL 31,
LOCAL 1919
May 1, 2014 Through April 30, 2017**

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PREAMBLE

This Agreement is made and entered into by and between the Village of Schaumburg (hereinafter referred to as the “Village”) and the American Federation of State, County and Municipal Employees (AFSCME), Council 31, AFL-CIO, for and on behalf of AFSCME Local 1919 (hereinafter referred to as the “Union”).

It is the intent and purpose of this Agreement to set forth the parties’ agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain personal integrity and conduct; to facilitate harmonious relations and communications between the Village administration and Board and the Union and employees; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1.1. Recognition. The Village recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time (persons who work at least an average of ten hours per week) employees as included in the bargaining units certified by the Illinois State Labor Relations Board in Case Nos. S-RC-12-061 and S-UC-12-025 (hereinafter referred to as “full-time employee,” “part-time employee,” or “employee,” as defined immediately below), but excluding all professional employees, supervisors, short-term employees, managerial employees and confidential employees as defined by the Illinois Public Labor Relations Act, as amended.

When used in this Agreement, the term “full-time employee” shall refer to an employee whose normal work week consists of at least thirty-five (35) or forty (40) hours of work; the term “part-time employee” shall refer to an employee whose normal work week consists of less than thirty-five (35) hours of work per week, but at least an average of ten (10) hours per week; the term “employee,” unless the context requires otherwise, shall refer to any employee who is included in the bargaining unit and covered by the terms of this Agreement.

Section 1.2. Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.3. New Classifications. In the event the Village establishes a new bargaining unit classification or changes an existing classification, the Village will provide advance notification to the Union of the new or changed classification. The Village shall have the right to set the initial wage rate or range for any new bargaining unit classification, provided that an employee hired into such position shall be eligible for any remaining wage adjustments that may be provided during the remaining term of this Agreement.

Section 1.4. Union's Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

Section 1.5. Union Business. Unless otherwise specifically provided in this Agreement, no Union business shall be conducted during the paid work time of any employee covered by this Agreement.

Section 1.6. Access to Premises by Union Representatives. Non-employee Union representative(s) will be permitted access to the Village's premises during bargaining unit employees' work hours for the specific purpose of representing employees pursuant to the provisions of this Agreement. The Union representative(s) must provide advance notice to the Human Resources Director or designee; the Human Resources Director or designee shall designate the area where such business is to be conducted. The Union representative(s) shall take appropriate steps so as not to interfere with Village operations. The privileges granted by this Section shall at all times be subject to general Village rules applicable to non-employees.

With prior approval from the Human Resources Director or designee, and as long as it is not disruptive to Village operations, the Village agrees to make available to the Union conference and meeting room space to meet with bargaining unit employees during their non-working time.

ARTICLE II

UNION RIGHTS

Section 2.1. 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-defamatory nature, initialed by the appropriate Union representative, provided that the posting of notices concerning existing or proposed state or federal legislation, regulations or referenda shall not be considered political in nature. The Union will limit the posting of Union notices to said bulletin boards.

The Village will set up an e-mail distribution list consisting of AFSCME employee e-mail addresses which the Union may use for the exclusive purpose of providing members with notices of official Union meetings.

Section 2.2. Union Leave. At the supervisor's discretion and with thirty (30) days' written notice to the Village, local Union representatives shall be allowed time off without pay for legitimate Union business, limited to Union-related training and/or national, statewide or area wide Union meetings. Such Union leave shall not exceed four (4) consecutive days for any specific event. Employees may choose to use eligible accumulated paid time off in lieu of taking time off without pay.

Section 2.3. Information Provided to Union. The Village shall notify the Union at an address designated by the Union in writing of the following personnel transactions involving bargaining unit employees: new hires, discharges, layoffs, and current employees who either

enter or leave the bargaining unit.

In May and October of each year, upon written request from the Union, the Village shall prepare a list setting forth the present Village employment seniority dates of all employees covered under this Agreement, including employee addresses. Disputes as to seniority listing shall be resolved by the Human Resources Department.

Section 2.4. Union Orientation. The Village will provide the Union up to thirty (30) minutes to orient new bargaining unit employee(s). Such orientation shall be conducted on a one-time basis without loss of pay to the employee(s) being oriented and shall occur outside the presence of non-bargaining unit employees.

ARTICLE III

DUES AND FAIR SHARE

Section 3.1. 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 among part-time or full classifications in order to ease the Village's burden of administering this provision. The Union may change the fixed uniform dollar amount once each fiscal 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.

When transmitting dues, or fair share fees under the following section, the Village will provide the employee name, address, and Village employee ID number.

Section 3.2. Fair Share. During the term of this Agreement, to the extent permitted by applicable law, employees who do not choose to become dues paying members of the Union shall, commencing thirty (30) days after their employment or thirty days after the effective date of this Section, 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 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 3.3. 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 IV

MANAGEMENT RIGHTS

Section 4.1. Management Rights. Except as expressly limited by the express provisions of this Agreement, the Village retains all 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 right to make and implement decisions with respect to the following matters: to establish, plan, direct, control and determine the budget and all the operations, services, policies and missions of the Village; to supervise and direct the working forces; to determine the qualifications for employment and job positions and to employ employees; to determine policies affecting the training of employees; to schedule and assign work, to transfer and reassign employees; to establish work, performance and productivity

standards and, from time to time, to change those standards; to assign overtime; to purchase goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; to make, alter and enforce rules, regulations, orders and policies; to hire, suspend, discipline, terminate, evaluate, promote or demote employees; to establish new job classifications and/or modify, revise, combine or eliminate current job classifications or positions; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other Village employees or persons not covered by this Agreement; to change or eliminate existing equipment or facilities and to introduce new equipment or facilities; to subcontract work; to establish change, add to or reduce the number of hours, shifts and schedules to be worked; and to relieve or lay off employees. The Village shall also have the right to take any and all actions as may be necessary to carry out the mission of the Village in the event of civil emergency as may be declared by the Village President, the Village Manager, or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes or financial or other emergencies, and to suspend the terms of this Agreement during such civil emergency.

ARTICLE V

HOURS OF WORK AND OVERTIME

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

Section 5.2. Normal Workweek. The normal workday for full-time employees will consist of either eight (8) or seven (7) consecutive hours of work, excluding meal periods, and the normal work week for full-time employees will consist of either forty (40) or thirty-five (35) hours of work a week, respectively. The parties recognize, however, that some full-time employees may have a workday with non-consecutive hours, but will still have a normal work week of forty (40) or thirty-five (35) hours.

Full-time employees may request a flexible work week schedule, which shall be subject to approval of their Department Director. Additionally, in order to assure an appropriate level of service and/or maintain adequate coverage, employees may be required to change their scheduled work hours.

The workweek is defined as the seven (7) day period commencing on Sunday and ending the following Saturday.

Full-time Community Service Officers (CSO's) will normally be scheduled to work 6-2 (6 days on followed by 2 days off), 6-2, 6-2 and 5-3, provided such employees will normally be scheduled to work no more than 40 hours during the seven day workweek, as defined herein.

The normal work shift for part-time Customer Service Representatives is four (4) hours. The normal work shift for part-time Police Auxiliary Officers (PAO's) shall be four (4) hours,

unless scheduled to work a special detail. Such PAO's must be available to work a minimum of 24 hours a month; and, for PAO's hired on or after November 1, 2012 or PAO's selected to be trained on the front desk or booking, at least three (3) overnight shifts. For purposes of this paragraph, an overnight shift shall be considered a shift which begins and ends between the hours of 22:45 and 07:00.

The filling of vacancies in the regularly assigned work shift of a Customer Service Representative (CSR) shall be pursuant to the Vacancy provisions of Article XIII, provided that any such vacancy the Village decides to fill may be temporarily staffed by volunteer part-time CSR's with an irregular work schedule, so long as such scheduling does not result in scheduled work hours over the maximum permitted by the Village.

The normal monthly work schedule for part-time employees, excluding employees assigned to the Prairie Center, will, to the extent practicable, be posted during the preceding month.

Section 5.3. Overtime. Non-exempt Employees shall be paid their straight time hourly rate of pay for any hours worked, up to forty (40) hours in a work week. For any hours worked above forty (40) hours in a workweek, employees shall be paid one and one-half times their regular straight-time hourly rate of pay. Alternatively, a full-time employee may receive compensatory time off, subject to the provisions of Section 5.4 (Compensatory Time) of this Article. All overtime work is subject to advance approval by the Department Director or their designee.

Paid time off in the form of vacation leave, compensatory time off, holidays, personal days and sick leave will be considered hours worked for purposes of this section. Except as otherwise provided herein, "hours worked" includes only hours actually worked, as defined by the Fair Labor Standards Act.

Except for CSO's, a full-time non-exempt employee will be paid at two (2) times their regular straight time for all hours worked on a Sunday, unless Sunday is part of their regular work week schedule. CSO's who work a rotating shift in a seven day - 24 hour schedule will have a day established in their 7 day schedule as the recognized day to receive pay for work on Sunday. If such a full-time CSO is approved to work such a "Sunday shift" they will be compensated at two (2) times their regular straight time hourly rate for all hours worked.

Section 5.4. Compensatory Time. An employee may, by mutual agreement with the Department Director or their designee in a specific instance, elect to receive compensatory time in lieu of overtime, or in the case of employees scheduled to work a 35 hour workweek, one hour of compensatory time for each hour worked beyond 35 and up to 40 hours per workweek. 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 in at least one (1) hour increments, and such usage is subject to advance approval by the Department Director or their designee. If compensatory time

is used it will be paid at the employee's current base rate of pay. If it is not used by early April of each year, it will be paid out to the employee during the final pay period in April.

Section 5.5. Distribution of Overtime Work. So far as practicable and without reducing efficiency of work performance, opportunities to work overtime shall be equitably distributed among employees in the same job classification within the same department. Employees may not refuse overtime assignments. If an employee establishes that he did not get an overtime opportunity that he should have received, the sole remedy shall be for the employee to be given the next reasonably similar overtime opportunity.

Section 5.6. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 5.7. Schedules and Changes in Normal Workweek. Should it be necessary in the Village's judgment to establish work schedules departing from the normal workday or workweek or to change the shift schedule of an employee or employees, the Village will provide as much advance notice as practicable of such change to all affected employee(s). Other than temporary or unforeseeable changes, the Village will, at the request of the Union, meet and discuss such changes at a Labor Management Committee pursuant to Article XVIII.

Section 5.8. Breaks and Meal Periods. Full-time employees shall be scheduled for two fifteen (15) minute breaks, one scheduled during the first half of the shift and the other during the second half of the shift. Full-time employees shall be scheduled for a sixty (60) minute unpaid meal period. The meal period may be shortened to thirty (30) minutes. A request to shorten the meal period is subject to the operating needs of the Village and the decision to grant the request shall be at the sole discretion of the Village. Community Service Officers, Animal Control Officers, Forensic Technicians and Code Enforcement Inspectors shall receive a thirty (30) minute paid meal period.

Part-time employees who work a shift exceeding four (4) consecutive hours may request a paid fifteen (15) minute break, in addition to any meal period they may be entitled to under Illinois Law, and such request shall not be unreasonably denied.

Section 5.9. Call Backs and Hold Overs. Employees called back to perform approved work outside of their usual work schedule or held over beyond their regular work hours shall receive a minimum of one (1) hour pay at straight time or overtime for time actually worked, as provided in Section 5.3, (*Overtime*). This does not apply to work scheduled in advance. If the work is accomplished through telecommunicating methods, an employee shall be compensated for the time actually worked at the appropriate rate of pay, in fifteen (15) minute increments. It is the responsibility of the employee to promptly notify his/her supervisor of the time worked via telecommunicating.

If a clerical employee is required to attend an evening meeting that occurs outside her regular work hours, such employee may accrue compensatory time off in accordance with the provisions of Section 5.4 (Compensatory Time) of this Article, and this time shall not be considered call back or hold over time.

ARTICLE VI

SUBCONTRACTING

Section 6.1. Subcontracting. The Village reserves the right to contract out work. Except when an emergency situation (including natural and/or man-made disasters) exists, before the Village contracts out work which would result in the layoff of existing full-time bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to discuss the matter before the date any such existing bargaining unit employee is laid off as a direct result of such contracting out. Once the Union has been afforded the opportunity to discuss the matter, however, the Village retains the right to contract out the work.

ARTICLE VII

WAGES

Section 7.1. Wages. The existing compensation system shall remain in place through and including April 30, 2014.

No employee shall be paid a rate higher than the applicable pay range for their position, provided that employees who are already above the applicable range as of the date this initial Agreement is executed shall retain their existing pay rate, and may be eligible for lump sum bonuses, as described below. The placement of new hires within the applicable range shall be determined by the Village.

Effective May 1, 2014, the pay ranges set forth in Appendix A (FY 2014-15) shall apply to the positions indicated.

Effective May 1, 2015, the pay ranges set forth in Appendix A (FY 2015-16) shall apply to the positions indicated.

Effective May 1, 2016, the pay ranges set forth in Appendix A (FY 2016-17) shall apply to the positions indicated

Performance Based Increases

Effective May 1, 2014, May 1, 2015 and May 1, 2016, each employee may be eligible for a performance increase based upon their annual performance appraisal rating of:

- Fully Meets Expectations;
- Outstanding/Top contributor; or
- Exceeds Expectations.

The amount of the performance increase shall be based upon the Compa-ratio of their existing pay rate in relation to the mid-point of the range for their position classification, by quartile, as set forth on Appendix B. *(If a PAO's existing pay rate is \$25 per hour and such employee receives an exceeds expectations rating as of May 1, 2014, the employee would receive a 4% increase May 1, 2014, since the PAO's pay rate falls within the 2nd Quartile. $\$25/\$26.0488=.96$ compa-ratio, which is the 2nd Quartile.)*

For each of the above years, an employee whose existing pay rate exceeds the maximum of the range and receives a performance rating of “fully meets expectations” or above for such year shall be eligible for a lump sum bonus, which shall not be added to base pay, of 2.0% for fully meets expectations, 3.0% for exceeds expectations or 4.0% for outstanding/top contributor, as indicated on Appendix B. Said bonus for the given year shall be paid by the Village in installments per pay period over the ensuing 12 month period, May 1 to April 30, based upon the hours worked during the applicable pay period. If an employee whose existing pay rate is at or below the maximum of the range receives a performance rating of fully meets expectations or above for such year and that corresponding increase to pay would place the employee over the maximum of the range, any percentage over the maximum will not be added to the base rate but instead paid out as bonus in the same manner as described above.

If an employee receives a performance rating of unacceptable or needs improvement, such employee may thereupon request to be reevaluated 6 months after the start of the fiscal year. If such reevaluation results in a rating of fully meets expectations or above, such employee will be given the appropriate wage increase at that time, which shall not be retroactive.

Evaluation Process

The substantive criteria and ratings for performance appraisals shall continue to be determined by the Village.

The Village and the Union agree to discuss in a Labor Management Committee the notion of having a mutually agreeable bargaining unit employee attend a meeting when proposed performance ratings of other bargaining unit employees for a given department are discussed during the “talent review component” of the Village process, as a monitor. The details of any such arrangement, including the identity of the monitor, the time involved, confidentiality and the like shall be subject to mutual agreement between the Village and the Union.

If the annual performance rating is not completed by May 1, of the applicable year, the performance based increase and/or general increase shall be retroactive to May 1 of such year.

Section 7.2. Longevity Pay. In recognition of length of service, the Village will award all full-time employees hired before May 1, 2000, an annual bonus payment at increments of 5 years on the following schedule:

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

Longevity pay is awarded without regard to the salary of an eligible employee and will normally be paid separately in the last payroll of each November.

ARTICLE VIII

DISCIPLINARY PROCEDURES

Section 8.1. General Principles. Discipline will only be imposed upon non-probationary employees for just cause. Disciplinary action or measures shall include the following: oral reprimand, written warning, suspension and/or termination. Employees may be counseled and such counseling does not constitute formal disciplinary action, although such counseling may be used as the basis for future discipline. The Village recognizes the basic tenets of progressive and corrective discipline and, where appropriate, will follow a policy of progressive discipline for occurrences or disciplinary infractions. Other than for an oral reprimand, the employee shall be afforded an opportunity to respond to the conduct giving rise to possible disciplinary action. Furthermore, upon request of the employee, a representative of the Union (steward) shall be allowed to be present during such discussions, if he/she is reasonably available. Discipline shall be imposed as soon as possible after the Village is aware of the event or action giving rise to the discipline and has an opportunity to investigate the matter.

Section 8.2. Union Representation. When an employee is to be interviewed by a manager or supervisor, under circumstances where the employee reasonably believes that such interview may result in discipline of the employee, the employee may request that a union representative be present during such interview. The Village agrees that an employee who requests such Union representation under such circumstances will not be interviewed until a Union representative is present, as long as a Union representative is reasonably available, but under no circumstances shall the request for the presence of a Union representative be used to delay such interview.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 9.1. Definition. A “grievance” is defined as a dispute or difference of opinion raised by an aggrieved employee and/or the Union concerning the interpretation or application of the express provisions of this Agreement.

Section 9.2. Grievance Procedure. The parties acknowledge that it is usually most desirable for an employee and the appropriate non-bargaining unit supervisor to resolve problems through free and informal communications. When requested by the employee, a Union representative who is a member of the bargaining unit may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process does not resolve the matter, grievances will be processed in the following manner. With the exception of Step 3, any grievance settlement shall be subject to review by the Human Resources Department, and such review shall be subject to the time limits of the corresponding step of the grievance procedure.

Step One: An employee, with or without a Union representative, and/or the Union shall submit the grievance in writing to the appropriate immediate non-bargaining unit supervisor. The grievance shall contain a full statement of all known relevant facts, identify the employee(s) who are alleged to have

been harmed, if applicable, the provision(s) of the Agreement which are alleged to have been violated, and the relief requested. To be timely, the grievance must be presented no later than ten (10) working days from the date of the occurrence of the matter giving rise to the grievance or ten (10) working days after the employee and/or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The supervisor or his/her designee shall then attempt to adjust the matter and shall respond in writing within ten (10) working days of receipt of the written grievance. If mutually agreeable, the parties may schedule a meeting to discuss the grievance. The terms of any agreement to resolve a grievance between the Village and an employee will not be inconsistent with the terms of the parties' collective bargaining agreement, and the Union and Village will be signatories to any such settlement agreement.

Step Two: If the grievance is not settled at Step One, the written grievance shall be presented by the Union, to the Department Director or his/her authorized designee, no later than ten (10) working days after receipt of the immediate supervisor's answer in Step One, or within ten (10) working days of the time when such answer would have been due. If mutually agreeable, the parties may schedule a meeting to discuss the grievance. The Department Director, or designee, shall reply to the grievance within ten (10) working days after the date of the meeting, or, if there is no meeting, within ten (10) working days after the written grievance was received by the Department Director, or designee.

Step Three: If the grievance is not settled at Step Two, the written grievance shall be presented by the Union to the Village Manager, or his/her authorized designee, no later than ten (10) working days after receipt of the Department Director's, or designee's, answer in Step Two, or within ten (10) working days of the time when such answer would have been due. The Village Manager, or designee, shall make such investigation of the facts and circumstances as the Village Manager, or designee, deems necessary, and may meet with the grievant(s) and a Union representative. The Village Manager, or designee, shall reply to the grievance within ten (10) working days after the date of the meeting, or, if there is no meeting, within fourteen (14) working days after the written grievance was received by the Village Manager, or designee.

Step Four: If the grievance remains unresolved and the Union wishes to appeal the grievance from Step Three, the Union may refer the grievance to arbitration, with written notice to the Village, within twenty (20) calendar days after receipt of the reply of the Village Manager, or the Village Manager's designee, or within twenty (20) calendar days of the time when such answer would have been due.

Section 9.3. Arbitration. The parties will attempt to agree upon an arbitrator within ten (10) working days after receipt of the notice of referral. In the event the parties are unable to

agree upon the arbitrator within ten (10) working days, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all whom shall be from the National Academy of Arbitrators who reside in Illinois, Indiana or Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to alternatively strike one name from the panel, with the party requesting arbitration striking the first name, and the parties thereafter striking two (2) names each. The person remaining shall be the arbitrator. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the Village and Union representatives. The Village and the Union have the right to request the arbitrator to require the presence of witnesses and/or documents. The Village and the Union retain the right to employ legal counsel.

Section 9.4. Authority of the Arbitrator. The arbitrator shall have no authority or jurisdiction 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 provision(s) of the Agreement. The arbitrator shall be empowered to issue a decision concerning only the issue raised by the grievance as submitted in writing at Step 3. The arbitrator shall have no authority or jurisdiction to render a decision on any issue not so submitted or raised. The arbitrator shall be without power to render a decision which is in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies that have the force and effect of law. If the decision or award of the arbitrator is rendered within the limitation of this Section, it shall be binding upon the Village, the Union, the grievant and the employees covered by this Agreement.

The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

Section 9.5. Expenses of Arbitration. The fees and expenses of the arbitrator will be shared equally. The costs of a court reporter and of a written transcript, if both parties agree to have a written transcript, shall be divided equally between the Village and the Union. Each party shall be responsible for compensating its own representatives and witnesses. If an arbitration hearing is scheduled during the working hours of the grievant, such employee shall be released from duty to attend such arbitration hearing without loss of pay. Employees may request to use available paid time off for purposes of preparing for and attending an arbitration hearing.

Section 9.6. Time Limits. No grievance shall be entertained or processed unless it is submitted at Step One within ten (10) working days after the occurrence of the event giving rise to the grievance or within ten (10) working days after the employee and/or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not appealed to the next step within the specific time limit or mutually agreed extension in writing, it shall be considered accepted per the decision rendered at the preceding step, and may not be further pursued by the employee or the Union. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee, or the Union, whichever is applicable at that step, may elect to

treat the grievance as denied at that step and immediately appeal the grievance to the next step. If mutually agreed upon in writing, the parties may waive one or more steps in the grievance procedure.

Section 9.7. Discipline Subject to Arbitration. Oral reprimands may be grieved pursuant to the provisions hereof, but such discipline may not be referred to arbitration as provided in Section 3 above. As to such discipline, the decision of the Village Manager is final. The Village Manager may, at his option, waive the provisions of Section 7 and permit oral reprimands to be arbitrated according to the provisions of this Article. Employee counseling and coaching is not part of the disciplinary process and are not subject to the grievance procedure or resolution through any other process.

Section 9.8. Relevant Information. Upon the reasonable request of either the Union or the Village, the other party will provide to the party making the request relevant materials relating to the processing of a grievance which are reasonably available.

Section 9.9. Time Off. Any grievance meeting with a supervisor or management representative shall occur during regular work hours and shall be without loss of pay for the bargaining unit employees involved.

ARTICLE X

TEMPORARY ASSIGNMENTS

The Village may temporarily assign an employee to perform the duties of another classification. An employee temporarily assigned to a position in a lower pay range shall receive his or her regular rate of pay. An employee temporarily assigned to a position in a higher pay range shall receive five percent (5%) over the employee's current rate of pay when the temporary assignment exceeds ten (10) consecutive work days, and shall be retroactive to the 1st day of the assignment. This Article applies only in the case where the employee is temporarily assigned to perform the essential functions of another classification.

The Village will make every attempt to limit the length of a temporary assignment.

ARTICLE XI

SENIORITY

Section 11.1. Definition. An employee's length of continuous employment by the Village since the employee's last day of hire in a position covered by this Agreement. Part time employees shall have their seniority accounted for on a pro-rata basis.

In the event that employees have the same seniority date, for purposes of breaking a tie in seniority, the employee with the lowest Village issued employee number shall have the greater seniority.

Section 11.2. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes, if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires;
- (d) falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the written approval of the Director of Human Resources or designee;
- (e) is absent for three (3) consecutive days without notice to the Village;
- (f) fails to return to work at the end of an approved leave of absence;
- (g) fails to return from layoff within two (2) working days after the established date for the employee's return to work;
- (h) does not perform work for the Village for a period of twelve (12) months or any other Village-approved leave of absence in excess of twelve months, provided that this provision shall not be applicable to absences due to military service.
- (i) is laid off for a period in excess of two (2) years or length of employment, whichever is shorter.

Section 11.3. Probationary Period. The probationary period for all employees covered by this Agreement shall be twelve (12) months in duration. A Department Director may extend an employee's probationary period for up to six (6) months. Unpaid time absent from duty of more than three consecutive days shall not apply towards satisfaction of the probationary period. Probationary employees may be disciplined or terminated without cause and without recourse to the grievance procedure. Upon the employee's request, a probationary employee may have Union representation at a disciplinary meeting.

A probationary employee shall have no seniority until completion of the probationary period. Upon completion of the probationary period, the employee will acquire seniority from his/her original date of hire, although such seniority date may be adjusted for unpaid leaves that exceed five (5) consecutive working days.

Section 11.4. Probationary Period Following Promotion, Reassignment or Transfer. If an employee is promoted or receives a voluntary reassignment or voluntary transfer from one bargaining unit position to another, or from a non-bargaining unit position to a bargaining unit position, the employee will be considered a probationary employee for the first twelve (12) months of actual work performed by the employee following the effective date of the promotion, reassignment or transfer. The employee will be evaluated during the probationary period to receive feedback regarding his performance, including appropriate coaching and counseling. During this probationary period, the Village reserves the right to return, with or without cause, the employee to his/her former bargaining unit position and former pay rate which will not be less than the minimum, nor exceed the maximum of the pay range for that position, unless the employee's former pay rate was above the maximum in which case the former pay rate shall be retained. Following completion of the six (6) month probationary review, a Department Director may waive the remainder of the employee's probationary period under this Section if the Department Director determines the employee has exhibited performance consistent with Village

standards. Nothing herein shall limit the Village's right to terminate any such employee, at any time, in accordance with the terms of this Agreement. During the first nine (9) months of this probationary period, an employee and/or the Union may only grieve discipline, up to and including termination, for work rule violations not related to the employee's job performance.

ARTICLE XII

LAYOFF AND RECALL

Section 12.1. Layoffs. If the Village, in its discretion, determines to implement a layoff, the basis for determining the order of layoffs within an affected job classification and department shall be based upon skill, ability and qualifications, and where skill, ability and qualifications to perform the work are substantially equal between two or more such employees, seniority with the Village shall be the tie-breaker. In addition, employees in their initial probationary period within an affected classification in the department shall be dismissed before non-probationary employees.

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 or furlough. The Village agrees to meet with the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such meeting shall not be used to delay the layoff.

Section 12.2. Effects of Layoff. Any employee who is laid off, or about to be laid off, as a result of the Village's decision to implement a layoff shall:

- (a) Be permitted to exercise his/her seniority to fill a vacant bargaining unit position the Village has decided to fill with the same or lower pay grade, provided such employee is qualified for such position and makes such election within five (5) calendar days of notice of layoff.
- (b) Be permitted to exercise his/her seniority to replace a bargaining unit employee in another department in his/her initial probationary period, provided such employee is qualified for such position and makes such election within five (5) calendar days of notice of layoff.
- (c) Be paid for any earned but unused vacation or compensatory time. In the event that a laid off employee is recalled, he regains any accumulated sick time that existed prior to the layoff;
- (d) Remain on the Village's recall list for a period of two (2) years or the employee's length of employment, whichever is less.

Section 12.3. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years or the employee's length of employment, whichever is less. If there is a recall to the classification from which the employee was laid off, employees who are still on the recall list shall be recalled in the inverse order of their layoff from said classification, provided the employee is qualified for such position. Provided, however, a more senior existing employee who exercised rights under Section 2 (a) or (b) of this Article, to a lower pay grade job classification, shall have the right of first refusal to a job opening in the same classification and department during the first 12 months following such job change, but must exercise such election

within five (5) calendar days of notice. No new employees will be hired into the classification and department from which an employee with recall rights was laid off, unless such laid off employee has been sent a written notice of recall, as described herein.

Employees who are eligible for recall shall be given written notice of a recall, which shall be sent to the employee by certified mail. The employee shall notify the Human Resources Department, in writing, of his intention to return within three (3) calendar days after receiving notice of recall or seven (7) calendar days from the date of mailing of the notice, whichever is less. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice to the employee's last known mailing address, by certified mail, return receipt requested; it being the obligation and responsibility of the employee to provide the Village with his latest mailing address. Recalled employees shall be available to report to work within seven (7) calendar days after their notification of intent to return, unless otherwise instructed by the Village.

ARTICLE XIII

VACANCIES

Section 13.1. When the Village decides to fill an existing vacancy, or a vacancy created as a result of a decision to create a new bargaining unit position, a notice of such vacancy shall be communicated via the Village's electronic posting system. Such notice shall be open for no less than seven (7) calendar days, and will state the general requirements of the job. When such vacancies occur in the unit, the Village will fill those vacancies by employing the most qualified internal or external applicant. If the Village determines the two most qualified applicants are internal applicants, *i.e.*, Village employees, and the internal applicants are determined to be substantially equally qualified in terms of their history of job performance, skills and abilities for the vacant position, seniority with the Village shall be the tie-breaker. If the Village determines the two most qualified applicants are an internal bargaining unit employee and an external applicant, *i.e.*, a non-employee, the internal applicant will normally be offered the position first. Nothing herein shall require the Village to fill any vacancy.

Nothing contained in this Article shall prevent the Village from temporarily filling a posted vacancy until it is determined whether there are applicants with the necessary skills, abilities and job performance to perform satisfactorily the work involved. Temporary assignments shall be governed by Article X of this Agreement.

ARTICLE XIV

LEAVES OF ABSENCE

Section 14.1. Sick Leave. Full-time employees accrue sick time at a rate of seven (7) hours per month for employees on a thirty-five (35) hour work week schedule, and eight (8) hours per month for employees on a forty (40) hour work week schedule. A full-time employee will be allowed to accumulate a maximum of 1,820 hours for thirty-five (35) hour work week employees and 2,080 hours for forty (40) hour work week employees. Part-time employees

hired prior to October 18, 1993, will accrue sick time on a prorated basis and are limited to one-half the maximum accrual. Part-time employees hired after October 18, 1993, are not eligible for this benefit. Full-time employees transferring to a part time position after October 18, 1993, are not eligible for this benefit.

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 the employee's non-work related illness. The use of sick time is permitted for follow-up treatment for a medical condition. Reasonable proof of illness and recovery may be required by the Village before an employee may return to work or receive sick leave benefits. Sick leave may not be converted into any other form of compensation. In order to encourage employee wellness, an employee may use up to four (4) hours of sick leave per fiscal year for routine doctor visits not associated with the employee's personal illness, *e.g.*, routine checkups.

Sick leave usage shall be in increments of not less than 30 minutes.

Absences in excess of six (6) occurrences within a rolling twelve (12) month period will require a physician's statement verifying an employee's incapacity to report for work due to illness or other medical condition prior to any sick time being paid. For this purpose, an occurrence is defined as an uninterrupted, continuous absence from work. This requirement may be waived based on the attendance record of the employee, with the approval by both the department director and Director of Human Resources. Additionally, any occurrence lasting more than three (3) consecutive work days will require a physician's statement prior to returning to work. The Village reserves the right to require a physician's statement at any time should it be suspected that the employee is abusing sick leave.

Section 14.2. Sick Leave Reimbursement. This Section only applies to full-time employees hired prior to May 1, 2010.

Accrued, unused sick leave will be forfeited at the time of retirement, separation or termination of employment unless an employee has accumulated a minimum of seven hundred twenty (720) hours for forty (40) hour work week employees or six hundred thirty (630) hours for thirty-five (35) hour work week employees of unused sick leave, has or will have as of the effective date of retirement, separation, or termination at least twenty (20) years but less than twenty five (25) years of service, has provided the Village irrevocable written notice to retire at least ninety (90) days prior to the effective date of retirement, separation, or termination except in the case of involuntary separation, or termination. The eligible employee will upon retirement, separation, or termination other than for poor performance, malfeasance or misconduct, be paid for thirty-three and one-third percent (33 1/3%) of all accrued sick leave hours at their regular salary. In the event of the death of an active employee who has accumulated the required minimum number of hours of unused sick leave and who has at least twenty (20) years but less than twenty five (25) years of service as of the date of death, a lump sum payout for thirty-three and one-third percent (33 1/3%) of all such accrued hours will be paid to the employee's estate.

Accrued, unused sick leave will be forfeited at the time of retirement, separation, or termination of employment, unless an employee has accumulated a minimum of seven hundred (700) hours of unused sick leave for thirty-five (35) hour work week employees and eight hundred (800) hours of unused sick leave for forty (40) hour work week employees, has or will

have as of the effective date of retirement, separation, or termination at least twenty-five (25) years of service and has given the Village irrevocable written notice to retire at least ninety (90) days prior to the effective date of retirement, separation, or termination, except in the case of involuntary separation or termination. The eligible employee will upon retirement, separation or termination other than for poor performance, malfeasance, or misconduct be paid for fifty percent (50%) of all accrued sick leave hours at their regular salary. In the event of the death of an active employee who has accumulated the required minimum number of hours of unused sick leave and who has at least twenty-five (25) years of service as of the date of death, a lump sum payout for fifty percent (50%) of all such accrued hours will be paid to the employee's estate.

Notwithstanding the foregoing irrevocable notice provisions, the Village Manager may permit an employee to withdraw an irrevocable notice to retire based on substantially changed circumstances arising after the employee submitted their irrevocable notice to retire. Moreover, the Village Manager may reduce the ninety (90) day notice period as specified above if the Village Manager determines it is in the best interest of the Village.

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 medical insurance program and for unreimbursed medical expenses approved by the IRS for a 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.

Section 14.3. Family and Medical Leave of Absence. 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 ("FMLA"). Paid time off shall run concurrently with FMLA, as permitted under the law.

Section 14.4. Bereavement Leave. Full-time employees are eligible for up to three (3) paid days in the event of the death of an immediate family member, inclusive of parents, brother, sister, child, spouse, civil union partner, grandparent, great-grandparent, grandchild, stepparent, stepchild, son-in-law, daughter-in-law, any relative living in the employee's household or dependent upon the employee for care or any same relative of the employee's spouse or civil union partner. Bereavement leave is intended to provide the employee with time off to attend services and/or make arrangements for the deceased, if time off is needed. Under no circumstances will previously approved paid or non-paid time off be converted to bereavement leave, after the commencement of the paid or non-paid time off period. Generally speaking, leave may be granted from the day of death, up to and including the day after services. In the rare instances where this criteria may not be applicable due to an extended delay in the holding of services, intermittent leave may be granted, but will not exceed three (3) days. Under extenuating circumstances the period can be extended to five (5) working days with prior concurrence from the employee's department director and with final approval from the Village Manager. Any requests for bereavement leave must be forwarded to Human Resources for review and approval.

Section 14.5. Leave of Absence. Full-time employees who have been employed at least one (1) consecutive year may be granted a leave of absence beyond the twelve (12) weeks allowed under the Family Medical Leave Act at the sole discretion of the Village, for a period not to exceed 90 calendar days, provided there is a reasonable expectation the employee will be able to return to fully perform their regular job duties at the conclusion of such period. A denial of such a request will not be arbitrary and capricious. Leaves of absence must be approved by the Director of Human Resources and Village Manager. Employees must utilize any accrued paid time off and vacation time during their absence prior to non-paid time being approved. During periods of non-paid leave, the accrual of any and all paid time off and vacation time will cease and the period will be subtracted from the employee's total years of seniority. If the employee does not return at the end of the approved leave of absence period, he will be considered to have voluntarily terminated his employment with the Village.

Section 14.6. Donated Leave Program. If an employee is expected to be absent for greater than thirty (30) days due to a personal illness or injury, and has exhausted all paid time off, other employees may, on a voluntary basis, offer to donate vacation. Under no circumstances may sick time be donated. The Human Resources Department has full administrative responsibility for this program, and reserves the right to reject a donation offer in a specific instance.

Section 14.7. Military Leave of Absence. Military leave shall be granted to employees in accordance with applicable federal and state law.

Section 14.8. Non-Employment Elsewhere. Unless approved in writing by the Human Resources Director, any employee who engages in employment elsewhere (including self-employment) while on any leave of absence may be immediately terminated by the Village.

Section 14.9. Jury Duty Leave. Any full-time employee who is required to serve on a jury or is lawfully subpoenaed to testify in court on behalf of the Village or arising out of their Village employment, so long as such testimony is not adverse to the Village, shall be excused from work without loss of pay for the days or portions thereof on which the employee must be present for such jury service and on which the employee would otherwise have been scheduled to work. Part-time employees shall work with their supervisors to arrange their schedules to accommodate jury/witness service and may make up lost hours as shifts are available. The employee shall submit documentation evidencing that he/she appeared and served as a juror. The employee shall be permitted to keep any payment received for jury duty service. The employee shall provide notice to his/her supervisor or designee as soon as he/she receives a summons.

Section 14.10. School Visitation. Employees may be eligible to take school visitation leave in accordance with Illinois law.

Section 14.11. Voting Leave. Employees may be eligible to take voting leave in accordance with Illinois law.

Section 14.12. Blood Donation Leave. Employees may be eligible to take blood donation leave in accordance with Illinois law. With advance supervisor approval, a full-time employee may be released with no loss of pay for up to one (1) hour to donate blood.

Section 14.13. Victims Economic Security and Safety Act (VESSA). Employees may be eligible to take VESSA leave in accordance with Illinois law.

ARTICLE XV

HOLIDAYS AND PERSONAL LEAVE

Section 15.1. Holidays. The following are the paid holidays for all eligible full-time employees and part-time employees only as specified below:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day Following Thanksgiving
1/2 Day Christmas Eve
Christmas Day
1/2 Day New Year's Eve

If any of the foregoing holidays falls on a Sunday, the holiday shall generally be observed on the following Monday. If the holiday falls on a Saturday, it will generally be observed on the preceding Friday.

For each of the holidays listed above, as observed, where the holiday falls on the employee's regular work day, an eligible full-time employee or eligible part-time employee, shall receive pay based on the number of hours that he normally would have been scheduled to work but for the holiday at his regular straight-time hourly rate of pay. If the day of observance falls on a day of the week a full-time employee is not normally scheduled to work, *i.e.*, the employee's RDO (regular day off), such employee shall receive straight time pay for the number of hours in his/her normal work day. If the day of observance falls on a day of the week a part-time employee is not normally scheduled to work, such employee is not eligible for pay. Notwithstanding any other provision of this Article, in the case of Community Service Officers, the date of observance shall be considered the date of actual holiday, *e.g.*, Christmas on December 25th.

From and after the date this Agreement is executed, part-time employees hired after October 18, 1993, and full-time employees transferring to part-time positions after October 18, 1993, shall not be eligible for paid holidays or pay for working on a holiday except as expressly provided in this paragraph. Such employees shall be paid time and a half their regular straight time hourly rate for all hours actually worked on any or all of the following three holidays: Independence Day (July 4), Thanksgiving Day and Christmas Day (December 25th). For purposes of administering this paragraph, the holiday shall be considered the actual day of the holiday, as opposed to the date of observance.

Section 15.2. Employees Working a Holiday. Full-time employees or eligible part-time employees hired before October 18, 1993, who work on an observed holiday shall be paid at the rate of time and one half (1 ½) their regular hourly rate for the hours actually worked, in addition to the straight time pay at the employee’s regular rate of pay for the holiday, as stated in Section 1, above. Employees scheduled to work a holiday shall be given as much advance notice as practicable.

Section 15.3. Personal Days. Full-time 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, and full-time employees assigned to 7 hour shifts shall be entitled to receive 42 hours of personal time each fiscal year. The employee must formally request the time off and receive approval from his immediate supervisor. Requests shall normally be responded to on the same day they are received. Personal days not used during the fiscal year will be forfeited.

Personal days may be used in increments of no less than thirty (30) minutes.

Part-time employees, hired before October 18, 1993, will receive a prorated amount of personal time based on hours worked on Martin Luther King, Jr. Day, President’s Day, Good Friday and Veterans Day, if normally scheduled to work on the designated day. Full-time employees transferring to a part-time position will no longer be eligible for this benefit. New full-time employees will be granted one-twelfth of the full allowance for each full month of service worked through April 30 during their first year of employment.

ARTICLE XVI

VACATIONS

Section 16.1. Paid Vacations. All full-time employees hired prior to contract ratification on April 30, 2014, who have been employed in such capacity for at least one (1) full anniversary year, shall receive a paid vacation based on the following:

<u>Years of Continuous Service</u>	<u>35 Hour Work Week</u>	<u>40 Hour Work Week</u>
1 through 4 years	70 hours	80 hours
5 through 9 years	105 hours	120 hours
10 through 14 years	140 hours	160 hours
15 years or more	175 hours	200 hours

Part-time employees hired prior to October 18, 1993 are eligible to accrue vacation on a prorated basis. Part-time employees hired after October 18, 1993 are not eligible for this benefit. Full-time employees transferring to a part-time position will no longer be eligible for this benefit.

All full-time employees hired after contract ratification on April 30, 2014, shall receive a paid vacation based on the following:

<u>Years of Continuous Service</u>	<u>35 Hour Work Week</u>	<u>40 Hour Work Week</u>
1 year through 5 years	70 hours	80 hours
Beginning after completion of 5 years through 10 years	105 hours	120 hours
Beginning after completion of 10 years	140 hours	160 hours

In an employee's first year of employment following date of hire in a full-time position, he will accrue vacation time but will not be eligible to use such accrued time until after his one (1) year anniversary date. The employee's Department Head may, at their sole discretion, approve use of accrued vacation during the first year.

Section 16.2. Vacation Scheduling. Vacation time shall be scheduled as requested by the employee generally on a first come, first served basis. However, Department Directors may take into consideration the operating requirements of the department and current staffing levels in granting and denying such requests. Within the Police Department, CSO's, Forensic Techs, the Animal Control Officer, Records Techs, Customer Service Clerks, Data Recorders and the Court Administrator may request vacation in their division based upon seniority during the annual vacation request period, in accordance with the process specified by the Department Director or the Director's designee. Requests for vacation time shall be submitted at least two (2) weeks prior to the requested time off, provided a Department Director or the Director's designee may waive this requirement in a specific instance. Employees may take vacation time in no less than thirty (30) minute increments. Eligible vacation time shall run concurrently with FMLA.

Section 16.3. Accumulation of Vacation Time. Vacation time shall only accumulate from year to year up to a maximum of three (3) times the employee's annual vacation accrual. Any remaining accrued but unused vacation time shall be forfeited.

ARTICLE XVII

INSURANCE

Section 17.1. Cafeteria Benefits Plan. All full-time 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 to 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 17.2. Flexible Spending Program. The Village shall extend its Flexible Benefits Plan to cover eligible dependent care and unreimbursed medical expenses on the same terms and conditions that are applicable to Village employees generally.

Section 17.3. Retiree Insurance. Full-time employees retiring or on disability retirement shall be allowed to purchase the medical program available to current employees at the group rate in effect at that time 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). A participating retiree who leaves the retiree insurance plan will not be permitted to re-enter the plan.

Section 17.4. 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.

ARTICLE XVIII

LABOR MANAGEMENT COMMITTEE

At the request of either party, the Union and the Village shall meet quarterly, unless the parties agree to meet more often, at an agreed to date and time, to discuss matters of mutual concern that do not involve negotiations or active grievances. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) business days prior to the date of the meeting. The other party within two (2) business days after receiving the agenda, may notify the party requesting the meeting of any items to be added to the agenda. If such a meeting is scheduled and held during the regular working hours of any Union employee attending the meeting, the employee shall not lose any compensation for attending the meeting. Such meetings shall be limited to no more than five (5) employees, unless the parties agree otherwise. The Labor Management Committee is intended to improve communications and shall be advisory only.

ARTICLE XIX

NO STRIKE – NO LOCKOUT

Section 19.1. No Strike. Neither the Union nor any employees or agents 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, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing, during the term of this Agreement. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In addition, in the event of a violation of this Section of this Article, the Union

agrees to inform its members of their obligations under this Agreement and take all reasonable means which are within its power to induce employees to return to work.

Section 19.2. 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 19.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 1, above, is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 19.4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE XX

MISCELLANEOUS PROVISIONS

Section 20.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board of Trustees and the Union 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. Americans with Disabilities Act. It is agreed that the Village has the right to take any actions needed to be in compliance with the requirements of the Americans with Disabilities Act. Nothing herein is intended to prevent the Union from grieving or arbitrating any Village action which, in its view, violates this Agreement and is unnecessary in order to comply with the Act.

Section 20.3. Fitness for Duty. 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 impartial examination by a qualified and licensed medical professional(s) selected by the Village. If the Village determines that an employee is not fit for duty based on the results of such an examination(s), the Village may place the employee on sick leave or on an unpaid medical disability leave if the employee has exhausted all available paid time off. The Village reserves the right to require pre-employment physicals, at Village expense.

Section 20.4. Non-Discrimination. The Village and the Union agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, parental status, veteran status, sexual orientation, age, national origin, and disability.

Neither the Village nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful union membership or non-

membership activity or status.

Employees asserting a violation of this Section may process their grievance up to, but not including, binding arbitration.

Section 20.5. Safety and Health. Village employees will be provided with a safe working environment, in accordance with applicable federal or state law. Safety and health issues may be raised as agenda items at Labor Management Committee meetings pursuant to Article XVIII.

An employee who becomes aware of an unsafe working condition must immediately report the unsafe condition to his/her immediate non-bargaining unit supervisor and Human Resources, who shall determine the action to be taken.

The Union may appoint an employee representative to attend an existing department safety committee meeting when an issue involving Union employees is on the agenda.

Section 20.6. Personnel Records. The Village and the Union agree to abide by the Illinois Personnel Record Review Act during the term of this Agreement. The Village will continue to maintain an electronic personnel file management system, including employee access, during the term of this Agreement.

Section 20.7. Outside Employment. Employees shall not be employed in other occupations, including self-employment, without the prior written approval of the Department Director and the Village Manager. Employees wishing to hold outside jobs, including self-employment, shall apply in writing to the Human Resources Director for approval on the form provided. Failure to obtain advanced approval pursuant to this Section may be grounds for discipline up to and including discharge where the Village determines such outside employment presents a conflict of interest or is not in the best interest of the Village.

Section 20.8. Drug and Alcohol Testing. All bargaining unit employees will continue to be covered by the Village's drug and alcohol testing policy on the same terms and conditions that are applicable to the Village's unrepresented employees, as the same may be in effect from time to time.

Section 20.9. Secondary Village Employment. The parties recognize and agree that individual bargaining unit employees may, on a voluntary basis, enter into a secondary employment agreement with the Village for non-bargaining unit work, including, but not limited to, snow and ice work and/or work in the Septemberfest Money Room. A secondary employment agreement will not be used for work which has customarily been performed by bargaining unit employees as part of their regular job duties. The terms of any such secondary employment agreement shall be mutually agreed upon between the employee and the Village.

Section 20.10. Village Personnel Manual. Effective upon execution of this Agreement, the Village of Schaumburg Personnel Manual dated February 25, 2014 shall apply to employees covered by this Agreement, provided that in the event of a conflict between the terms of such manual and this Agreement, the terms of this Agreement shall control. In addition, the Village

reserves the right to make changes to such Manual, provided the Village will provide the Union with advance notice of any such changes.

ARTICLE XXI

UNIFORMS AND UNIFORM/EQUIPMENT STIPEND

Section 21.1. Uniforms and Uniform/Equipment Stipend. The Village will provide a uniform and issue equipment to employees in the following job classifications upon initial hire: Forensics Technician, Community Service Officer, Auxiliary Officer, Animal Control Officer. Thereafter, the Village shall provide replacement uniforms and equipment to employees in such classifications, as determined necessary by the Village. Except as otherwise approved by the Village in a specific instance, an employee shall be responsible for the care and cleaning of any uniforms and equipment provided by the Village.

On or about June 1 of each calendar year, the Village will provide a stipend in the amount specified below, less applicable deductions, to full-time employees in the following job classifications, which said amount shall be prorated in the event the employee has not then occupied the position for the preceding 12 months:

- \$600 Stipend:
 - Building Inspector
 - Fire Prevention Supervisor
 - Health Inspector
 - Code Enforcement Inspector
 - Engineering Field Inspector
 - Fire Inspector
 - Electrical Inspector
 - Engineering Inspector
 - Senior Engineering Inspector

- \$400 Stipend:
 - Community Service Officer
 - Forensic Technician
 - Animal Control Officer

Employees in the above classifications are expected to use the stipend to aid in offsetting the cost of required uniforms and equipment.

The need for a uniform, and the definition of a uniform, shall be determined exclusively by the Village. All uniforms or equipment purchased directly by the Village shall remain the property of the Village. Any or all employees who fail to report to work in a presentable manner or in accordance with uniform standards set by the Village will be subject to appropriate discipline.

ARTICLE XXII

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which preceded 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. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. Notwithstanding the above, the Union specifically does not waive and reserves its right to engage in impacts/effects bargaining unless the impact and/or effects are otherwise addressed in this Agreement.

ARTICLE XXIII

SAVINGS CLAUSE

In the event any article, section or portion of this Agreement shall be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the Village and the Union agree to notify one another and to begin immediately negotiations on a substitute for the invalidated article, section or portion thereof.

ARTICLE XXIV

TERMINATION


This Agreement shall be effective from the day after it is executed by both parties and shall remain in effect until 11:59 P.M. on April 30, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date, unless otherwise agreed by the parties.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless it is terminated by operation of law or either party gives at least thirty (30) days written notice to the other of its desire to terminate this Agreement, so long as such notice is provided after the stated expiration date of this Agreement.

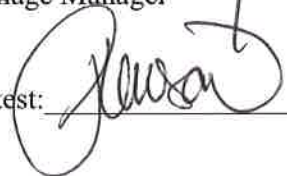
Executed this 10 day of June, 2014, after ratification first by the Union membership and receipt of official approval by the Mayor and Village Board of Trustees.


VILLAGE OF SCHAUMBURG


AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 31, LOCAL
1919





Village Manager


Attest: 

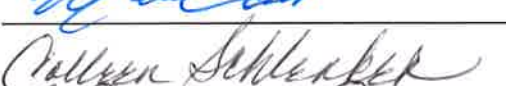


















APPENDIX A

VILLAGE OF SCHAUMBURG

POSITION BY GRADE

AFSCME EMPLOYEES

May 1, 2014 - April 30, 2015

		<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
GRADE:	1			
		10.8864	13.4129	15.9394
	Crossing Guard			
GRADE:	2			
		15.9301	19.6330	23.3360
	Clerk Typist			
	Data Recorder			
	Customer Service Center Rep			
	Customer Service Clerk			
	Home Health Aide			
	Video Technician			
GRADE:	3			
		18.5361	22.8409	27.1457
	Account Clerk			
	Permit Clerk			
	Secretary			
	Water Billing Clerk			
	Dispatcher Clerk			
	Records Technician			
	Training Assistant			
	Senior Services Coordinator			
GRADE:	4			
		21.1422	26.0488	30.9554
	Licensed Practical Nurse			
	Purchasing Account Clerk			
	Community Service Officer			
	Payroll & Personnel Clerk			
	Technician			
	Police Auxiliary Officer			
GRADE:	5			
		23.7376	29.2514	34.7653
	Accountant			
	Customer Support Supervisor			
	Head Technician			
	Purchasing Coordinator			
	Administrative Secretary			
	Engineering Technician			
	Police Analyst			
	Forensic Technician			
GRADE:	6			
		26.3437	32.4594	38.5750
	Assistant Youth Coordinator			
	Computer Technician			
	Crime Analyst			
	Logistics Coordinator			
	Traffic Analyst			
	Animal Control Officer			
	Code Enforcement Inspector			
	Engineering Field Inspector			
	Fire Inspector			
	Buyer			
	Court Administrator			
	Crime Prevention Specialist			
	Payroll & Personnel Assistant			
	Landscape Inspector			
	Building Inspector			
	Electrical Inspector			
	Engineering Inspector			
	Plumbing Inspector (Full-Time)			

APPENDIX A

VILLAGE OF SCHAUMBURG

POSITION BY GRADE

AFSCME EMPLOYEES

May 1, 2014 - April 30, 2015

		<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
GRADE:	7			
		28.9391	35.6619	42.3847
	Plans Examiner			
	Public Relations Coordinator			
	Health Inspector			
	Project Technician			
	Plumbing Inspector (Part-time)			
	Quartermaster			
GRADE:	8			
		31.5452	38.8698	46.1944
	Training Coordinator			
	Senior Engineering Inspector			
	Youth Coordinator			
GRADE:	9			
		34.1406	42.0723	50.0041
	Technical Supervisor			
GRADE:	10			
	Annual Salary	66,878.99	82,410.14	97,941.29
		36.7467	45.2803	53.8139
	Fire Prevention Supervisor			

APPENDIX A

VILLAGE OF SCHAUMBURG

POSITION BY GRADE

AFSCME EMPLOYEES

May 1, 2015 - April 30, 2016

		<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
GRADE:	1			
	Crossing Guard	10.9952	13.6267	16.2582
GRADE:	2			
	Clerk Typist Data Recorder Customer Service Center Rep	16.0894	19.9461	23.8027
	Customer Service Clerk Home Health Aide Video Technician			
GRADE:	3			
	Account Clerk Permit Clerk Secretary Water Billing Clerk	18.7215	23.2050	27.6886
	Dispatcher Clerk Records Technician Training Assistant Senior Services Coordinator			
GRADE:	4			
	Licensed Practical Nurse Purchasing Account Clerk Community Service Officer	21.3537	26.4641	31.5745
	Payroll & Personnel Clerk Technician Police Auxiliary Officer			
GRADE:	5			
	Accountant Customer Support Supervisor Head Technician Purchasing Coordinator	23.9750	29.7178	35.4606
	Administrative Secretary Engineering Technician Police Analyst Forensic Technician			
GRADE:	6			
	Assistant Youth Coordinator Computer Technician Crime Analyst Logistics Coordinator Traffic Analyst Animal Control Officer Code Enforcement Inspector Engineering Field Inspector Fire Inspector	26.6072	32.9768	39.3465
	Buyer Court Administrator Crime Prevention Specialist Payroll & Personnel Assistant Landscape Inspector Building Inspector Electrical Inspector Engineering Inspector Plumbing Inspector (Full-time)			

APPENDIX A

VILLAGE OF SCHAUMBURG

POSITION BY GRADE

AFSCME EMPLOYEES

May 1, 2015 - April 30, 2016

		<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
GRADE:	7			
		29.2285	36.2304	43.2324
	Plans Examiner			
	Public Relations Coordinator			
	Health Inspector			
	Project Technician			
	Plumbing Inspector (Part-time)			
	Quartermaster			
GRADE:	8			
		31.8607	39.4895	47.1183
	Training Coordinator			
	Senior Engineering Inspector			
	Youth Coordinator			
GRADE:	9			
		34.4820	42.7431	51.0042
	Technical Supervisor			
GRADE:	10			
		67,547.87	83,724.03	99,900.19
	Annual Salary	37.1142	46.0022	54.8902
	Fire Prevention Supervisor			

APPENDIX A

VILLAGE OF SCHAUMBURG

POSITION BY GRADE

AFSCME EMPLOYEES

May 1, 2016 - April 30, 2017

		<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
GRADE:	1			
	Crossing Guard	11.1052	13.8443	16.5834
GRADE:	2			
	Clerk Typist Data Recorder Customer Service Center Rep	16.2503	20.2645	24.2787
	Customer Service Clerk Home Health Aide Video Technician			
GRADE:	3			
	Account Clerk Permit Clerk Secretary Water Billing Clerk	18.9087	23.5755	28.2424
	Dispatcher Clerk Records Technician Training Assistant Senior Services Coordinator			
GRADE:	4			
	Licensed Practical Nurse Purchasing Account Clerk Community Service Officer	21.5672	26.8866	32.2060
	Payroll & Personnel Clerk Technician Police Auxiliary Officer			
GRADE:	5			
	Accountant Customer Support Supervisor Head Technician Purchasing Coordinator	24.2148	30.1923	36.1698
	Administrative Secretary Engineering Technician Police Analyst Forensic Technician			
GRADE:	6			
	Assistant Youth Coordinator Computer Technician Crime Analyst Logistics Coordinator Traffic Analyst Animal Control Officer Code Enforcement Inspector Engineering Field Inspector Fire Inspector	26.8732	33.5033	40.1334
	Buyer Court Administrator Crime Prevention Specialist Payroll & Personnel Assistant Landscape Inspector Building Inspector Electrical Inspector Engineering Inspector Plumbing Inspector (Full-time)			

APPENDIX A

VILLAGE OF SCHAUMBURG

POSITION BY GRADE

AFSCME EMPLOYEES

May 1, 2016 - April 30, 2017

		<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
GRADE:	7			
		29.5208	36.8089	44.0970
	Plans Examiner			
	Public Relations Coordinator			
	Health Inspector			
	Project Technician			
	Plumbing Inspector (Part-time)			
	Quartermaster			
GRADE:	8			
		32.1793	40.1200	48.0606
	Training Coordinator			
	Senior Engineering Inspector			
	Youth Coordinator			
GRADE:	9			
		34.8269	43.4255	52.0242
	Technical Supervisor			
GRADE:	10			
		68,223.24	85,060.70	101,898.16
	Annual Salary	37.4853	46.7366	55.9880
	Fire Prevention Supervisor			

APPENDIX B

	Compa Ratio	Unacceptable (%)	Needs Improvement (%)	Fully Meets Expectations (%)	Exceeds Expectations (%)	Outstanding/Top Contributor (%)
1st Quartile	.82 to .90	0	0	4	5	6
2nd Quartile	.91 to .99	0	0	3	4	5
3rd Quartile	1.00 to 1.08	0	0	2.5	3.5	4.5
4th Quartile	1.09 to 1.18	0	0	2	3	4
Maximum (lump)	1.19+	0	0	2	3	4

SIDE LETTER


This is a Side Letter to the 2014-2017 collective bargaining agreement (CBA) between the Village of Schaumburg (Village) and the American Federation of State, County and Municipal Employees, Council 31, Local 1919 (Union). The Village and the Union hereby agrees as follows;

1. The bargaining unit position of Fire Prevention Supervisor shall be treated as exempt. Accordingly, any employee in such position shall be ineligible for overtime compensation, call back and hold over compensation or other premium pay under Article V (Hours of Work and Overtime).
2. This Side Letter shall be in effect so long as the aforesaid CBA remains in effect.

AGREED:


VILLAGE OF SCHAUMBURG

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 31, LOCAL
1919



6/10/14

Date



6/10/14

Date