

Table of Contents

	<u>Page</u>
PREAMBLE	1
ARTICLE I RECOGNITION AND REPRESENTATION.....	1
Section 1. Recognition.....	1
Section 2. New Classifications	1
Section 3. Gender.....	1
Section 4. Duty of Fair Representation.....	1
ARTICLE II NON-DISCRIMINATION	1
ARTICLE III DUES CHECKOFF AND FAIR SHARE	2
Section 1. Dues Checkoff	2
Section 2. Fair Share	2
Section 3. Indemnification.....	3
ARTICLE IV UNION RIGHTS	3
Section 1. Union Bulletin Board.....	3
Section 2. Representation Time	3
Section 3. Union Access	4
Section 4. Union Stewards.....	4
ARTICLE V MANAGEMENT RIGHTS	4
ARTICLE VI LABOR MANAGEMENT COMMITTEE	5
ARTICLE VII HOURS OF WORK AND OVERTIME	5
Section 1. Application of Article	5
Section 2. Regular Work Day	5
Section 3. Regular Work Schedule	5
Section 4. Overtime Pay	6
Section 5. Compensatory Time.....	6
Section 6. Break during Unscheduled Overtime.....	6
Section 7. Call In Pay.....	6
Section 8. No Pyramiding.....	6
ARTICLE VIII GRIEVANCE PROCEDURE.....	7
Section 1. Definition	7
Section 2. Procedure	7
Section 3. Arbitration.....	8
Section 4. Limitations on Authority of Arbitrator	8
Section 5. Time Limit for Filing	9
Section 6. Miscellaneous	9

Table of Contents
(continued)

	<u>Page</u>
Section 7. Exclusivity of Grievance Procedure	9
ARTICLE IX NO STRIKE-NO LOCKOUT.....	9
Section 1. No Strike	9
Section 2. No Lockout	10
Section 3. Judicial Restraint.....	10
ARTICLE X SENIORITY AND PROBATIONARY PERIOD	10
Section 1. Definition of Seniority	10
Section 2. Probationary Period	10
Section 3. Probationary Period Following Promotion	10
Section 4. Seniority List.....	11
Section 5. Layoffs	11
Section 6. Recalls.....	11
Section 7. Termination of Seniority.....	11
ARTICLE XI SICK LEAVE	12
Section 1. Purpose.....	12
Section 2. Days Accrued.....	12
Section 3. Use of Accrued Sick Leave.....	12
Section 4. Medical Verification	13
Section 5. Annual Sick Leave Buy Back	13
Section 6. Sick Leave Payout Upon Separation.....	13
ARTICLE XII HOLIDAYS AND PERSONAL DAYS	13
Section 1. Holidays	13
Section 2. Holiday Pay And Work Requirements	14
Section 3. Eligibility Requirements	14
Section 4. Personal Leave	14
ARTICLE XIII ADDITIONAL LEAVES OF ABSENCE	14
Section 1. Funeral Leave.....	14
Section 2. Jury Leave	15
Section 3. Witness Leave	15
Section 4. Military Leave.....	15
Section 5. Leave for National Guard or Reserve Duty	15
Section 6. Discretionary Leave	15
Section 7. Administrative Leave.....	15
Section 8. Non-employment Elsewhere.....	15
Section 9. Unauthorized Absence	16
ARTICLE XIV VACATIONS	16
Section 1. Paid Vacations	16

Table of Contents
(continued)

	<u>Page</u>
Section 2. Vacation Pay	16
Section 3. Vacation Eligibility	16
Section 4. Vacation Scheduling	16
Section 5. Vacation Accumulation	16
Section 6. Vacation Exchange	17
Section 7. Pay Upon Death or Termination	17
ARTICLE XV WAGES	17
Section 1. Minimum and Maximum Wage Rates	17
Section 2. Merit Increases	17
Section 3. Longevity Pay	18
Section 4. Certification Pay	19
Section 5. Pager Pay	19
ARTICLE XVI INSURANCE.....	20
Section 1. Medical Insurance Coverage.....	20
Section 2. Insurance Cost Allocation.....	20
Section 3. Opt Out Benefit.....	20
Section 4. Cost Containment.....	21
Section 5. Life Insurance	21
Section 6. Dental Insurance	21
Section 7. Terms of Insurance Policies to Govern.....	21
ARTICLE XVII MISCELLANEOUS	21
Section 1. Effects of Layoff.....	21
Section 2. Tuition Reimbursement	21
Section 3. Attendance at Conferences	22
Section 4. Physical Examination.....	22
Section 5. Discipline	22
Section 6. Light Duty.....	22
Section 7. Subcontracting	23
Section 8. Job Posting.....	23
Section 9. Family and Medical Leave Act of 1993	23
Section 10. Americans With Disabilities Act	24
Section 11. Drug and Alcohol Testing.....	24
Section 12. No Solicitation	24
Section 13. Personnel Records.....	25
Section 14. Notice of Resignation or Retirement	25
Section 15. Uniforms	25
Section 16. Work Boots/Prescription Safety Glasses	25
Section 17. RHSP Contribution	25
Section 18. Flexible Spending Account.....	25
Section 19. Time Clocks	25

Table of Contents
(continued)

	<u>Page</u>
ARTICLE XVIII SAFETY	26
ARTICLE XIX SAVINGS CLAUSE.....	26
ARTICLE XX ENTIRE AGREEMENT.....	26
ARTICLE XXI DURATION AND TERM OF AGREEMENT	26
SIDE LETTER	
APPENDIX A Pay Ranges	

AGREEMENT
VILLAGE of BARTLETT
and
INTERNATIONAL UNION OF OPERATING
ENGINEERS, Local 150
PUBLIC EMPLOYEES DIVISION
2010 - 2013

PREAMBLE

THIS AGREEMENT entered into by the Village of Bartlett (hereinafter referred to as the “Village” or the “Employer”) and International Union of Operating Engineers, Local 150 (hereinafter referred to as the “Union”), has as its purpose the promotion of harmonious relations between the Employer and the Union; acknowledgment of valuable work performed by the employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees.

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

ARTICLE I RECOGNITION AND REPRESENTATION

Section 1. Recognition. The Village recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time employees in the Village Public Works Department in the following job classifications: Maintenance Worker I, Maintenance Worker II, Senior Maintenance Worker, Lab Technician, Plant Operator I, Plant Operator II, and Custodian. Excluded from the bargaining unit are all other Village employees, including but not limited to, the Public Works Director, Assistant Director, Water Supervisor, Street Supervisor, Treatment Plant Supervisor, Arborist, and Public Works Secretary, as well as supervisors, professional employees, short-term employees, managerial employees, and confidential employees as defined by the Illinois Public Labor Relations Act.

Section 2. New Classifications. In the event the Village establishes a new bargaining unit classification, it will notify the Union of the new classification. The Village shall have the right to set the initial wage rate for any new bargaining unit classification, provided that this position shall be eligible for any remaining salary increases under the remaining term of this Agreement. In the event the Village and the Union cannot agree on whether a newly created classification is a bargaining unit position, either party may file a unit clarification petition with the ISLRB.

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

Section 4. Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Union membership.

ARTICLE II NON-DISCRIMINATION

Neither the Village nor the Union shall unlawfully discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, disability, Union membership or activity or refraining from such activity. Employees are encouraged to promptly report any perceived discrimination to Public Works Director or the

Human Resources Manager, or their respective designees. Provided, however, that any dispute concerning the interpretation and application of this paragraph with respect to alleged discrimination because of race, sex, age, religion, creed, color, disability, or national origin shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE III DUES CHECKOFF AND FAIR SHARE

Section 1. Dues Checkoff. During the term of this Agreement the Village will deduct from each employee's paycheck once each month the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form. An employee may revoke his/her dues checkoff authorization at any time upon 30 days written notice to the Village. The Village will send the dues collected under this Section to the Union within 21 days after the deductions have been made.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year of this Agreement by giving the Village at least thirty (30) days advance written notice of any 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 amounts paid to the Union in error on account of this dues deduction provision.

Section 2. Fair Share. Any present employee who is not a member of the Union, and any employee hired on or after the effective date of this Agreement who does not become a member of the Union within 30 days after date of hire shall, commencing 30 days after employment or the effective date of this Agreement, whichever is later, and as a condition of employment, pay to the Union each month, through payroll deduction, the employee's proportionate share of the costs of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours and conditions of employment. The Union shall certify to the Village which employees are non-members and the amount constituting each non-member employee's proportionate share (hereinafter "fair share"), which shall not exceed dues uniformly required of members.

Fair share deductions shall be made on the first Village payday of each month and shall be remitted to the Union within 21 days of the date the deduction is made. No deduction shall be made for any non-member employee until the Union certifies to the Village that a notice has been given to that employee containing the following information: (a) a summary of the major categories of Union expenses, together with an explanation of the formula used for calculating the fair share fee; (b) a statement that the summary has been verified by an independent auditor applying generally accepted accounting principles; (c) a statement that a procedure exists whereby fair share payers may object to the amount of the fair share fee and have their objections determined within a reasonably prompt period by an impartial decision-maker, and an

explanation of the procedure; and (d) a statement that there exists an escrow account into which contested payments will be placed while non-members' objections are pending.

The Union shall have the sole responsibility for providing fair share notices to all non-member employees. The Village shall have no responsibility concerning, and makes no representation regarding, the legal sufficiency or factual accuracy of the Union's fair share calculations, fair share amount, or fair share procedures, as described in the aforementioned notice.

Upon notification by the Union that any member employee is 60 days or more in arrears in his Union dues, the Village shall immediately begin to treat such employee in all respects as a fair share fee payer, subject to the provisions of the preceding paragraphs of this Section, and shall continue to do so until notified by the Union that the employee is current in dues payments.

Should any non-member employee subsequently become a member of the Union, the Union shall promptly notify the Village of such fact, and the Village shall cease to make fair share payroll deductions for such employee effective with the month in which the employee became a member.

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. 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 for the purpose of 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 UNION RIGHTS

Section 1. Union Bulletin Board. The Village will make available space on a bulletin board at the Public Works Garage and Waste Water Treatment Plant for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

Section 2. Representation Time. An employee required to act as a union representative in a grievance meeting scheduled by the Village during said employee's scheduled

working hours will not suffer a loss of pay for attending that meeting. No employee shall be paid for attending such meetings in his representational capacity outside of his scheduled working hours. The Union recognizes the essential need to minimize lost work time and to avoid interference with the work of the Department.

Section 3. Union Access. One non-employee Union representative shall have access to the premises of the Village in order to help resolve a serious dispute or problem, subject to the provisions of this Section. In order to receive access, the Union representative must provide as much advance notice to the Public Works Director or his designee as possible and make arrangements not to disrupt the work of employees on duty. The representative(s) may visit with employees during their non-work time in non-work areas, so long as such visit does not disturb the work of any employees who may otherwise be working. Nothing herein shall permit the Union to use Village facilities before or after regular business hours.

Section 4. Union Stewards. The Union shall designate up to three (3) duly authorized bargaining unit representatives as the Stewards and will provide written notice to the Village to identify the Stewards.

ARTICLE V MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the places, means, methods and number of personnel needed to carry out the Village's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders and policies; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to layoff employees; to contract out for goods and services; to evaluate performance and productivity and establish awards or sanctions for various levels of performance from time to time; to promote or demote employees, and to take any and all actions as may be necessary to carry out the mission of the Village.

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

ARTICLE VI
LABOR MANAGEMENT COMMITTEE

At the request of the Union or the Village, a Labor Management Committee shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. Attendance at Labor Management Committee meetings shall be limited to three (3) bargaining unit employees designated by the Union, and three (3) persons designated by the Village Administrator or her designee. A Union representative may attend a Labor Management Committee meeting with advance notice to the Director of Public Works. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) working days prior to the date of the meeting. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Union and the Village. If such a meeting is held during the regular working hours of any Union employee on the Committee, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor Management Committee is intended to improve communications and shall be advisory only.

ARTICLE VII
HOURS OF WORK AND OVERTIME

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

Section 2. Regular Work Day. The regular work day for employees shall be eight and one-half (8-1/2) consecutive hours, which shall include an unpaid thirty (30) minute meal period. In addition, the normal work day will, when practical, include one paid 15 minute break in the first four hours of the shift and a second paid 15 minute break in the latter four hours of the shift.

Section 3. Regular Work Schedule.

- a) The regular work schedule for employees covered by this Agreement (excluding part-time employees and the custodian) shall be seven (7) days, normally consisting of five (5) consecutive work days, as determined by the Employer. The current shift hours for bargaining unit employees are 7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m., Monday through Friday, as determined by the Village. The current normal work schedule for such employees shall remain in effect unless the Village exercises its right to change the schedule, subject to the procedures as set forth herein. The Village retains the right to determine the work schedule for part-time employees and the custodian, and modify such schedule from time to time.
- b) Should it be necessary in the Village's judgment to temporarily establish a schedule departing from the normal work day, normal work week or the normal

work cycle, or to temporarily change the normal work schedule of an employee or employees, the Village will give, if practicable, at least forty-eight (48) hours advance notice of such change to all employees directly affected by such change.

- c) If the Village desires to permanently alter employee work schedules, the Village shall where practicable, (1) inform the Union of any such proposed change no less than thirty (30) days prior to implementation and (2) discuss the changes and effects of such changes with the Union in a Labor Management meeting.

Section 4. Overtime Pay. An employee shall be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours worked in excess of forty (40) hours in a seven (7) day work cycle (Monday through Sunday), provided that employees shall be paid one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours worked on a Sunday. For purposes of overtime eligibility only, paid time off in the form of vacation, personal leave, holiday leave, funeral leave and compensatory time will be counted as hours worked. Hours worked shall not include any uncompensated periods, paid sick leave or any other paid leaves of absence.

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

Section 5. Compensatory Time. In lieu of overtime pay under Section 4, the employee may elect compensatory time, until the employee accumulates a maximum of 40 hours of compensatory time. The amount of compensatory time shall be computed on the same basis as overtime pay, i.e., if the hours worked are in excess of forty hours in the employee's work cycle, 1-1/2 hours of compensatory time shall be granted for each additional hour actually worked. An employee's use of accumulated compensatory time shall be scheduled at the mutual convenience of the employee and the Director of Public Works, but any such comp time shall be used in 4 hour increments.

Section 6. Break during Unscheduled Overtime. If an employee is required to work unscheduled overtime of three (3) or more hours in a specific instance, the employee will normally be given an opportunity to observe a paid fifteen minute break.

Section 7. Call In Pay. An employee covered by this Agreement who is called back to work after having left work shall be paid for a minimum of two (2) hours' work at time and a half. The two hour call in pay shall begin upon the employee's return to the workplace. This Section shall not apply to a holdover contiguous to an employee's scheduled working hours. (E.g., if an employee is held over for 1 hour past his/her normal shift ending time, such employee will not be eligible for the call in pay specified in this section.) This section shall not be applicable to scheduled overtime.

Section 8. No Pyramiding. Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 1. Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Village involving the meaning, interpretation or application of an express provision of this Agreement. The Union shall have the right to file a grievance on its own behalf if the grievance is filed on behalf of three (3) or more bargaining unit members or if the grievance does not involve discipline.

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

- STEP 1: A grievance shall be submitted by the grievant in writing to the appropriate immediate non-bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of all relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.
- STEP 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Director of Public Works or his designee within ten (10) calendar days after receipt of the Village’s answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Director of Public Works, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and/or an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Director of Public Works, or his designee, shall provide a written answer to the grievant and/or the Union within ten (10) calendar days following their meeting.
- STEP 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Administrator within ten (10) calendar days after receipt of the Village’s answer at Step 2. Thereafter, the Village Administrator or her designee and other

appropriate individual(s) as desired by the Village Administrator, shall offer to meet with the grievant and/or a Union representative within fourteen (14) calendar days of receipt of the grievant's appeal, if at all possible. If no agreement is reached, the Village Administrator or designee shall submit a written answer to the grievant and/or the Union within fourteen (14) calendar days following the meeting.

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

- (a) The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted, before the striking process begins. Both the Village and the Union shall have the right to alternately strike three (3) names from the panel. The Union shall strike the first name; the Village shall then strike a name, the Union shall strike next, and so on. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The parties may waive this requirement.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. Unless otherwise mutually agreed, the cost of a written transcript shall be divided equally between the Village and the Union.

Section 4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The

arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 5. Time Limit for Filing. No grievances shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the grievant within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties by mutual agreement in writing, may: 1) extend any of the time limits set forth in this Article; or 2) skip steps in a specific instance.

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

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

ARTICLE IX NO STRIKE-NO LOCKOUT

Section 1. No Strike. During the term of this Agreement, neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted work-to-the-rule situation, mass absenteeism, picketing (with regard to wages, hours or terms and conditions of employment) for or against the Village or at the home or outside business of any elected official of the Village, picketing in a Village uniform or any other concerted intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

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

Section 3. Judicial Restraint. Nothing contained herein shall preclude the Village from obtaining judicial restraint and damages in the event of a violation of Section 1 of this Article. Nothing contained herein shall preclude the Union from obtaining judicial restraint and damages in the event of a violation of Section 2 of this Article.

ARTICLE X SENIORITY AND PROBATIONARY PERIOD

Section 1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment in a position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay. Seniority shall not accrue after an employee with a work related injury has been off work for more than 12 months.

Section 2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of at least six (6) months of actual work. The Village may, at its sole discretion, extend any employee's probationary period until such time as an employee obtains a required license or certification, for up to an additional three (3) months of work. During an employee's probationary period, the employee may be terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the termination of a probationary employee.

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

Section 3. Probationary Period Following Promotion. If an employee is promoted from one bargaining unit position to another, the employee will be considered a probationary employee for the first three (3) months of actual work performed by the employee following the effective date of the promotion. During this probationary period, the Village retains the right to demote or transfer such employee with or without cause to a position with a rate of pay not less than the rate the employee earned immediately prior to the promotion. The Village will provide an employee who is demoted or transferred pursuant to this Section with a written statement as to the basis of the demotion or transfer, provided that such action shall not be subject to the grievance procedure.

This Section shall not be applicable to a change from Maintenance Worker I to Maintenance Worker II.

Section 4. Seniority List. On or before May 1st of each new calendar year, the Village will post a seniority list setting forth each employee's seniority date, and provide a copy of such list to a Union representative. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the list is posted. If more than one employee was hired on the same day, seniority among them shall be in alphabetical order.

Section 5. Layoffs. If the Village in its discretion determines that a layoff of an employee or employees within a position classification is necessary, then the Village will normally consider skill and ability when deciding which employee or employees to layoff. If skill and ability are equal between two (2) affected employees, as reasonably determined by the Village, then seniority shall be the determining factor. Provided, however, that part-time or probationary employees within a position classification covered by this Agreement will be laid off first.

An employee subject to layoff under this Section may bump a full-time bargaining unit employee with less seniority in a lower paid job classification, provided the bumping employee has the qualifications, skill and ability to perform the work, as determined by the Village, and has given notice of his or her intent to bump within three (3) working days of receiving the layoff notice.

When practicable, the Village will provide the Union with at least sixty (60) calendar days notice of its intent to layoff under this Section.

Section 6. Recalls. Non-probationary employees who are laid off pursuant to the above Section shall be placed on a recall list for a maximum period of two (2) years following the date of layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. An employee may only be recalled to the same or a lower paying bargaining unit job classification. If an employee is recalled to a lower paying job classification, the employee shall be compensated at the rate of pay applicable to such job classification. The Employer shall not hire new employees in bargaining unit positions from which employees have been laid off as long as there are still eligible employees on the recall list who are presently qualified to perform the work in the affected job classification who are willing to be recalled to said classification.

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

This Section shall not apply to part-time employees, who have no recall rights.

Section 7. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged for just cause (probationary employees without cause);
- c) retires or is retired;
- d) fails to report for work within three (3) work days after the conclusion of an authorized leave of absence;
- e) is laid off and fails to notify the Village of his intent to return to work within five (5) days after receiving notification of recall, or fails to report to work within ten (10) calendar days after receiving notification of recall;
- f) is laid off for a period in excess of two years;
- g) does not perform work for the Village for a period in excess of one year, unless the employee remains on an approved unpaid leave of absence; or
- h) is absent for two (2) or more consecutive work days without notifying the Village, unless the employee is unable to do so for reasons beyond his control which the employee could not have reasonably anticipated.

ARTICLE XI
SICK LEAVE

Section 1. **Purpose.** Sick leave with pay is a privilege to be used for the employee's own non-work related personal disability or personal illness; sick leave is not a vested right and does not extend to caring for ill or disabled family members or any other purpose (except as otherwise specifically permitted under the Village FMLA policy). An employee may request advance approval from the Director of Public Works or the Director's designee to use sick leave to attend to a necessary medical or dental appointment which cannot be scheduled during non-work hours. Taking unjustified sick leave shall be considered just cause for serious disciplinary action, up to and including dismissal.

Section 2. **Days Accrued.** Full-time employees shall accrue sick leave pay at the rate of one day for each full month of continuous employment up to a total of twelve (12) full days for a continuous work year. The maximum sick leave accrual is 180 days.

Section 3. **Use of Accrued Sick Leave.** Except as otherwise provided herein, a full-time employee will receive one day's pay for each day of accrued sick leave which is used according to Section 1 of this Article. Sick leave must be used in increments of no less than one (1) hour and to be eligible for paid sick leave the employee must give as much advance notice as possible, but in no event later than thirty minutes prior to the employee's scheduled start time. Such notice shall be given by the employee to a non-bargaining unit supervisor, or a message shall be left on the Public Works answering machine, with a return telephone number where the employee can be reached during his regular working hours. In the event a sick leave day and a holiday fall on the same day, holiday, not sick leave, is paid.

Section 4. Medical Verification. As a condition to eligibility for paid sick leave under this Section, the Village may require, at its discretion, any employee to submit a physician's certification of illness when the employee has been off sick for three (3) or more consecutive work days; has had repeated illnesses of shorter periods; calls in sick on the day of, before or after a holiday; or in such other circumstances as may be deemed appropriate by the Director of Public Works or the Human Resource Manager. The Village also reserves the right, at its discretion, to require an employee utilizing sick leave to submit at any time during such leave to an examination by a doctor designated by the Village, at the Village's expense, for the purpose of determining the employee's fitness for duty.

Section 5. Annual Sick Leave Buy Back. All eligible employees who have accrued sixty (60) or more days of sick leave, as of the end of each fiscal year, may, at the employee's discretion, be eligible for a partial Buy back, as set forth herein.

At the end of each fiscal year, after banking at least 6 days which were accrued during the fiscal year, the employee may elect a payout of the remaining days at 50% of any sick leave days which were accrued and unused during the previous fiscal year. In no event will any employee be eligible for more than 50% of 6 of 12 days which were accrued during the fiscal year, i.e., 3 days pay.

An employee who is interested in the Buy back described herein must submit a written request to the Director of Public Works or the Director's designee no later than June 1st, following the end of the prior fiscal year.

Example, an employee having used 2 sick leave days during the fiscal year has 10 days left. Of these 10 days, 6 days must be banked. The employee may request payment at 50% for the 4 remaining days.

Section 6. Sick Leave Payout Upon Separation. Any employee who is separated from employment for any reason may, at time of separation, request a Buy back of accrued sick leave days in excess of 60 days, as specified herein. Those days in excess of 60 may be bought back at the rate of 1/3 of a day's pay for each such day, provided a maximum of 90 days may be applied to this sick leave payout provision, for a total of 30 days of pay at time of separation. For example, if an employee resigns with 75 days of accrued but unused sick leave, the employee may request a Buy back of 15 days (75 minus 60) at the rate of 1/3 of a day's pay for each day, for a total of 5 days pay.

ARTICLE XII HOLIDAYS AND PERSONAL DAYS

Section 1. Holidays. The following holidays are observed under this Agreement on dates designated by the Village Administrator:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day

Friday following Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
Four (4) Personal Days

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

Section 2. Holiday Pay And Work Requirements. Full-time employees who have completed ninety (90) days of service shall be credited with eight (8) hours' straight-time pay for each unworked observed holiday, subject to the eligibility requirements set forth in Section 3 of this Article. Full-time employees who work on a holiday shall receive overtime pay for all hours worked on the holiday, in addition to eight (8) hours of holiday pay.

Section 3. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his full scheduled working day immediately preceding and immediately following the holiday, unless the employee is on approved paid vacation, personal leave or comp. time. Employees who are suspended, who are on disability leave (excluding leave pursuant to the Family and Medical Leave Act), who are on pension, or any other inactive payroll status shall not be eligible for holiday pay.

Section 4. Personal Leave. The personal leave days described in Section 1 of this Article are accrued as of May 1 of each new Village fiscal year. Whenever possible, employees desiring to use personal leave shall submit a written request on a form designated by the Village for approval by the Public Works Director or his designee at least seven (7) calendar days prior to the requested date of personal leave, unless this requirement is waived in a specific instance by the Public Works Director or his designee. Personal leave may not be taken in increments of less than one half (½) day, unless otherwise approved by the Director of Public Works or his designee in a specific instance. It is expressly understood that the final right to approve or deny a request to utilize personal leave is reserved by the Director of Public Works.

Unused personal leave days are forfeited without compensation, and may not be carried over from one fiscal year to the next.

Upon termination of employment for any reason, an employee shall forfeit all earned personal leave days and will not receive any compensation in lieu of said personal leave.

ARTICLE XIII ADDITIONAL LEAVES OF ABSENCE

Section 1. Funeral Leave. In the event of death in the immediate family (defined as the employee's legal spouse, child (natural, step or adopted), parent, step-parent, brother, sister, step-brother, step-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, and grandchild), an employee shall be granted up to three (3) consecutive work days off with pay, if necessary, as funeral leave if the employee attends the funeral. An employee shall provide satisfactory evidence of the death of a member of the immediate family, if so requested by the Village. When special circumstances warrant extended

leave, an additional two (2) days may be granted at the discretion of the Director of Public Works or, in his absence, the Village Administrator.

Section 2. Jury Leave. Any employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury service and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror.

Section 3. Witness Leave. Any employee who is subpoenaed to testify by an outside third party as a direct result of his employment with the Village shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present to testify and on which the employee would otherwise have been scheduled to work. The employee shall submit a copy of the subpoena and/or other evidence that he/she appeared and testified as such a witness. The employee shall remit any witness fees to the Village in order to be eligible for such compensation. An employee may retain, however, any witness fees specifically designated as reimbursement for travel expenses. Nothing in this Section 3 shall require the Village to compensate an employee who is compelled to appear and/or testify at any disciplinary hearing, arbitration proceeding, or when the employee is subpoenaed by the Union or a co-worker.

Section 4. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 5. Leave for National Guard or Reserve Duty. Leave for National Guard or Reserve Duty shall be granted in accordance with applicable law.

Section 6. Discretionary Leave. Upon an employee's written request to the Public Works Director, or the Director's designee, the Village may, in its discretion, approve or deny a special unpaid leave of absence under such terms and conditions as the Village may specify in the specific instance. Once an employee has submitted a written application for such a leave, the Director shall make a good faith effort to respond to the employee within ten (10) calendar days. During any such approved leave of absence, the employee shall pay 100% of the premium for any continuation of Village provided insurance.

Section 7. Administrative Leave. The Village may place an employee on an administrative leave, with pay, pending the outcome of a disciplinary investigation. If an employee is placed on such a leave, the Village will make a good faith effort to conduct the investigation in a timely manner.

Section 8. Non-employment Elsewhere. A leave of absence under any provision of this Agreement will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in such employment elsewhere (including self employment) while on any leave of absence provided in this Article or Agreement may be immediately terminated by the Village. This Section shall not apply when an employee is on vacation, on a paid holiday or using Personal Leave or comp. time under this Agreement.

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

ARTICLE XIV
VACATIONS

Section 1. Paid Vacations. Full-time employees who, as of their anniversary date each year, attain the years of continuous service with the Public Works Department as indicated in the following table shall receive vacation with pay as follows:

<u>Continuous Service</u>	<u>Vacation</u>
1st year through 5th year	2 weeks
6th year through 10th year	3 weeks
11th year or more	4 weeks

Effective with the 2005 calendar year, and commencing after 15 years of employment, an employee shall accrue 8 additional hours of vacation per year, ending with a maximum vacation accrual of 5 weeks after 20 years of continuous service with the Village.

Section 2. Vacation Pay. A week's vacation pay shall be calculated on the basis of forty (40) hours at the employee's regular straight-time rate at the time the vacation is taken.

Section 3. Vacation Eligibility. Vacation time is not earned during an unpaid leave of absence.

Section 4. Vacation Scheduling. Vacations shall be scheduled on a calendar year basis. Employees shall submit a written request to use earned vacation not less than fourteen (14) days prior to the date the vacation would begin. (The Director may, in his sole discretion, consider a vacation request with less notice in a specific instance.) Vacation may not be taken in increments of less than one half (1/2) day. All vacation requests are subject to advance approval by the Director of Public Works or his designee. It is expressly understood that the final right to designate all vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Village Public Works Director in order to ensure the orderly performance of services provided by the Village.

Section 5. Vacation Accumulation. An employee must utilize vacation time during the anniversary year in which it is earned, provided that an employee may carry over not more than two (2) times their annual vacation time from one anniversary year to the next, *i.e.*, the employee's current year of vacation accrual plus the prior year of vacation accrual. Except as otherwise provided herein, unused vacation time will be forfeited if it is not used during the anniversary year in which it is earned. An employee may not utilize vacation before it has actually been accrued.

Section 6. Vacation Exchange. An employee with five (5) or more years of service may elect twice annually to exchange up to two week's of accrued vacation for pay in lieu of time off by giving written notice to the Village, provided that the employee maintains at least 2 weeks of accrued vacation for actual use. Any such vacation exchange is subject to verification by the Director of Public Works. In no event may an employee exchange more than a total of two (2) weeks of vacation per year under this section.

Section 7. Pay Upon Death or Termination. Employees shall receive compensation for all earned, unused vacation and comp time as of the employee's date of termination from employment or death prior to separation. Pay will be based upon the rate earned at time of separation.

ARTICLE XV
WAGES

Section 1. Minimum and Maximum Wage Rates. The minimum and maximum wage rates for the term of this Agreement are set forth in Appendix A, attached.

The minimum rate shall be the normal hiring rate, provided the Village reserves the right to hire an experienced employee at a higher rate within the applicable job classification range. No employee can be compensated below the minimum wage rate or above the maximum wage rate for their job classification, except as otherwise specifically provided in Article XV, Section 4 (Certification Pay). Employees may progress from minimum to maximum by means of annual merit increases described in Section 2 of this Article. Hourly rates shall remain unchanged pending negotiations for a successor agreement.

Note: The above adjustments represent 0.0% effective May 1, 2010; 2.0% effective May 1, 2011; and 2.0% effective May 1, 2012.

A Maintenance Worker I shall advance to Maintenance Worker II classification upon successful completion of 2 years of service as a MWI, and receive a one-time wage increase of 2% at such time.

Section 2. Merit Increases.

A. 2010-2011 Fiscal Year. During the Village fiscal year commencing May 1, 2010, all bargaining employees may receive an annual merit increase (within their wage range) based upon the results of an annual performance evaluation rating, as determined by the Village, pursuant to the following schedule:

Unsatisfactory	0%
Needs Improvement	0%
Competent	1%
Exemplary	2%
Superior	2%

The annual merit increase will be retroactive to May 1, 2010, for all hours worked or paid, for those in the unit as of date of execution.

- B. 2011-2012 and 2012-2013 Fiscal Years. During the 2011-12 and 2012-13 Fiscal Years, eligible employees may receive an annual merit increase (within their wage range) based upon the results of an annual performance evaluation rating, as determined by the Village, pursuant to the following schedule:

Unsatisfactory	0%
Needs Improvement	0%
Competent	1%
Exemplary	2%
Superior	2%

The annual merit increase will be retroactive to May 1 of each such fiscal year. (E.g., if the Village completes an evaluation in May or June, 2011 with a competent rating for a particular employee, such employee's 1% merit increase would be retroactive to May 1, 2011.)

Any employee who has reached the maximum wage rate for their job classification shall be ineligible for the merit increases described above. Any such employee who receives an overall exemplary or superior merit evaluation shall receive a one-time, lump sum bonus in the gross amount of \$1,000. Such lump sum bonuses shall not be added to an employee's base pay.

Any employee who has reached the maximum wage rate for their job classification shall be ineligible for the merit increases described above. Any such employee who receives an overall exemplary merit evaluation shall receive a one-time, lump sum bonus in the gross amount of \$500, and any such employee who receives an overall superior merit evaluation shall receive a one-time, lump sum bonus in the gross amount of \$1,000. Such lump sum bonuses shall not be added to an employee's base pay.

- C. General. Notwithstanding the foregoing, any new probationary employee hired between November 1 and June 30 of a fiscal year shall not receive their first merit increase unless or until such employee successfully reaches their 6 month anniversary date. Any new probationary employee hired between July 1 and October 31 of a given fiscal year shall receive one half (1/2) of the merit percent specified above upon successful completion of their 6 month anniversary date, and be eligible for a full merit increase the following May 1st.

An overall merit evaluation of "unsatisfactory" or "needs improvement" may be grieved through all the steps to final and binding arbitration, provided the employee files any such grievance in a timely manner. No other merit evaluations, or components thereof, may be grieved.

Section 3. Longevity Pay. Subject to the salary ranges set forth in Appendix A, employees who have been in continuous full-time service of the Village of Bartlett Public Works department for ten years or more shall be eligible for longevity pay as follows:

-Upon reaching their ten year anniversary, an employee shall receive a one-time five percent (5%) increase in their hourly rate, provided such increase does not cause the employee to exceed the maximum of his or her pay range as set forth on Appendix A.

-Upon reaching their fifteen year anniversary, an employee shall receive a one-time five percent (5%) increase in their hourly rate, provided such increase does not cause the employee to exceed the maximum of his or her pay range as set forth on Appendix A.

To the extent a longevity increase under this Section exceeds the maximum of the employee's pay range, the excess will be paid to the employee as a one-time, lump sum bonus, and not added to base pay.

Section 4. Certification Pay. Any employee who achieves a classification based on the State of Illinois Environmental Protection Agency Certification Program for Water Supply Operators and Wastewater Treatment Operators during the term of this Agreement shall receive a one time increase in their hourly rate in the amount of twenty-five cents (\$.25), for each classification received. (Renewals of existing classifications shall not result in any increases under this Section.) The classifications are as follows:

<u>Water Supply Operators</u>	<u>Wastewater Treatment Operators</u>
A	1
B	2
C	3
D	4

Subject to the foregoing, an employee is allowed a maximum of four (4) classification increases in each certification program. No increase will be given to any employee who loses their certification and then re-qualifies for the same certification.

Section 5. Pager Pay. The Village reserves the right to require any or all employees to carry a pager. Employees who are assigned to carry a pager for an entire week (end of shift Monday to beginning of shift the following Monday) will receive \$140 per week the pager is carried, effective with the first payroll period commencing after May 1, 2007. Employees who are assigned to carry a pager for a weekend only (end of shift Friday to the beginning of shift the following Monday) will receive \$70 per weekend, for each weekend the pager is carried. No employee shall be eligible for more than \$140 of pager pay during any 7 day period. In addition, there is no additional pay for those who carry more than one (1) pager at a time.

The Village will attempt to accommodate those employees who, for their own convenience, wish to carry a pager in anticipation of a call back, such as for snow and ice control. Under such circumstances, however, the employee shall be ineligible for pager pay.

Employees shall respond to all pages by telephone within 15 minutes of receiving a page. Any employee who fails to respond to a page in a timely manner shall forfeit any entitlement to pager pay, and be subject to appropriate discipline, as well.

ARTICLE XVI
INSURANCE

Section 1. Medical Insurance Coverage. The Village maintains a group medical and hospital insurance program for all regular full-time employees of the Village. The Village shall provide group medical and hospital insurance for all employees covered by this Agreement and their eligible dependents as prescribed within the terms and conditions of the policy or plan. The Village reserves the exclusive right to change carriers, alter or amend group medical and hospital insurance based on changes in coverage or insurance cost. However, employees covered by this Agreement will, during the term of this Agreement receive the same coverage as all other eligible non-bargaining unit Village employees.

Section 2. Insurance Cost Allocation. The medical insurance premiums, which may change from time to time, shall be paid for on a contributory basis by the Village and the employee as follows:

Preferred Provider Option Plan. The employee shall pay fifteen percent (15%) of the premium for single or family coverage, and the Village shall pay eighty-five percent (85%) of the premium.

HMO Plan. The employee shall pay ten percent (10%) of the premium for single or family coverage, and the Village shall pay ninety percent (90%) of the premium.

The phrase “family coverage”, as used in this Section, includes the employee and the employee’s eligible dependents. The term “single” refers to employee only coverage. The employee’s share of the applicable premium shall be deducted from the employee’s paycheck, whenever practicable.

Section 3. Opt Out Benefit. Employees that are eligible for, or enrolled in, single Village health insurance coverage and elect not to enroll in the Village insurance plan, shall receive \$700 annually upon presenting proof, during the annual open enrollment period, that non-Village single health insurance has been obtained elsewhere. \$350 shall be paid in June of the health insurance year following the opt-out, and \$350 shall be paid in the following December of the health insurance year.

Employees that are eligible for, or enrolled in, family Village health insurance coverage and elect not to enroll in the Village insurance plan, shall receive \$2,000 annually upon presenting proof, during the annual open enrollment period, that non-Village family health insurance has been obtained elsewhere. \$1,000 shall be paid in June of the health insurance year following the opt-out, and \$1,000 shall be paid in the following December of the health insurance year.

In no event shall any employee be eligible to receive more than \$2,000 during any health insurance year under this Section. The single and family payments described in paragraphs 1 and 2 of this Section are mutually exclusive, and may not be combined.

Employees who elect the alternative benefit described in this Section, *i.e.* have opted out of coverage under the Village provided health insurance plan, and subsequently lose their non-Village health insurance coverage are allowed re-entry into Village health insurance coverage during the plan year without showing evidence of insurability and waiving pre-existing condition exclusions, provided the employee has not voluntarily relinquished his/her alternative health insurance during the plan year. In addition, an employee may, as a condition of re-entry during the plan year, be required to repay any amounts received under this Section for such plan year.

Section 4. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 5. Life Insurance. The Village will provide during the term of this Agreement, at no cost to the employee, term life insurance in the amount of forty-thousand dollars (\$40,000). The Village retains the right to change insurance carriers or to self-insure this benefit so long as the amount of the coverage is maintained.

Section 6. Dental Insurance. Employees covered by this Agreement shall be covered by the same dental insurance plan which is made available to other eligible non-bargaining unit Village employees, as the same may be changed from time to time for all such employees. Employees in this bargaining unit shall contribute the same dollar amounts as other eligible non-bargaining unit employees for such coverage.

Section 7. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies or plans referred to in this Article shall be governed by the terms and conditions set forth in said policies or plans. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy or plan and shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE XVII MISCELLANEOUS

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

An employee who is laid off will be paid for earned, but unused, vacation and comp time.

Section 2. Tuition Reimbursement. During the term of this Agreement, the Employer will continue to provide a tuition reimbursement program to eligible bargaining unit employees. The tuition reimbursement program shall be the same as the program offered by the

Village to other non-represented, non-professional employees, as the same may be changed from time to time by the Village. To be eligible for any benefits under the program, an employee's participation must be approved in advance by the Public Works Director or his designee.

Section 3. Attendance at Conferences. If an employee receives advance approval from the Director of Public Works to attend a conference, seminar, technical meeting and/or training program, then the employee may be paid by the Village for time spent at such a meeting, but only at the employee's straight-time hourly rate for hours the employee would otherwise have worked in his or her regular work schedule. Time spent traveling to and from the conference site shall not be considered hours worked, except to the extent the travel time occurs during the employee's regularly scheduled working hours. If an employee, with approval, uses his personal vehicle to drive to and from the conference site, then such employee will be reimbursed for mileage at the applicable IRS rate.

This Section does not apply to courses which an employee elects to take under the Tuition Reimbursement Section of this Agreement.

Section 4. Physical Examination. Upon an employee's return to duty following a layoff or medically related leave of absence of five (5) or more days, the Village may require, at its expense, that the employee have a physical and/or psychological examination by a qualified and licensed physician or other medical expert designated by a physician selected by the Village.

In order to ensure a safe and productive workplace, the Village may require an employee at its expense, to undergo a physical and/or psychological examination by a qualified and licensed physician or other medical expert designated by a physician selected by the Village, provided that cause for such an examination exists.

Nothing herein shall preclude an employee from applying for a disability leave under IMRF, if available.

Section 5. Discipline. Disciplinary actions or measures shall include only the following: oral reprimand; written reprimand; suspension; and discharge. The Village agrees in principle to the tenets of progressive discipline for non-probationary employees; however, nothing in this Agreement limits the Village's right to summarily discharge or suspend an employee without warning for serious offenses.

The Village shall not discharge, suspend or issue a written reprimand to any non-probationary employee without just cause. The procedure set forth in Article VIII (Grievance Procedure) shall be the sole and exclusive procedure for resolving any grievance or dispute involving an alleged violation of this section.

Section 6. Light Duty. The Village may require employees who are unable to perform their regular job duties on a temporary basis because of a duty related injury to return to work in an available light duty assignment that the employee is qualified to perform, provided that the Village's physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk and that such return to work will not 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 120 calendar days. The terms and

conditions of the light duty assignment, including hours of work, shall be determined exclusively by the Public Works Director or the Director's designee. It is agreed that a light duty assignment need not necessarily be confined to the Village Public Works Department. Generally, a light duty assignment under this Section shall not exceed 120 calendar days. The Village reserves the right to terminate any light duty assignment at an earlier time if the Village's physician determines that an employee is capable of returning to his or her normal job duties.

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

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

Section 7. Subcontracting. It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary. Except where an emergency situation (including natural and/or man-made disasters) exists, before the Village contracts out work in a general area, where such contracting out would result in the layoff of any non-probationary bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to meet and discuss the matter at least thirty (30) days before the date an existing non-probationary bargaining unit employee is laid off, *i.e.*, removed from the active payroll, as a direct result of such contracting out. Such discussion may include, among other items, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off as a result of such contracting out. Following notice and an opportunity to meet, the Village reserves the right to proceed with such layoff.

Section 8. Job Posting. If there is a permanent vacancy in a full-time bargaining unit position which the Village decides to fill, then a notice of such vacancy will be posted on a bulletin board in the Public Works Garage and the Waste Water Treatment Plant for at least seven (7) calendar days. During the posting period, the Village may temporarily fill the position. Any employee interested in applying for the vacancy must file a statement of interest in the vacant position with the Village Human Resources Manager not later than the seventh calendar day on which the notice is posted. Even though a job opening has been posted, the Village retains the final right to determine whether or not the opening should be filled, and by whom, pursuant to this Section.

In the event the skill, qualifications and experience of two or more applicants (internal or external) for a bargaining unit position posted under this Section are equal, as reasonably determined by the Village, then an existing employee with greater seniority will be offered the position first.

Section 9. Family and Medical Leave Act of 1993. The parties agree that the Employer may adopt, alter and enforce policies in compliance with the Family and Medical Leave Act of 1993 ("FMLA"). If an employee takes an unpaid leave under the FMLA for the employee's own qualifying serious health condition, then the Village will continue to provide

insurance, as provided under this Agreement, and the employee shall pay his or her share of the cost. If an employee does not return to work at the end of the FMLA leave period for reasons other than the employee's continued serious health condition, then the Village may require the employee to reimburse the Village for the premiums paid by the Employer during the leave, which such amount may be deducted from the employee's pay or otherwise collected by the Village.

Section 10. Americans With Disabilities Act. The parties agree that the Employer may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Americans With Disabilities Act ("ADA") in order to be in compliance with the ADA.

Section 11. Drug and Alcohol Testing. The Village may require employees to submit to a urinalysis test and/or other appropriate drug or alcohol testing at a time and place designated by the Village, providing, in the opinion of the Director of Public Works or his designee, there is sufficient cause for such testing, i.e., reasonable individualized suspicion. Without limiting the foregoing, drug or alcohol testing may also be required at any time when an employee is involved in any work-related incident which has resulted in personal injury or property damage. The Village also may require any or all employees to participate in random drug testing. Any random testing performed shall comply with federal and state regulations relating to employees with CDL licenses.

At the time of any urinalysis or other test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis or other test. If an employee tests positive in any such test, the test results shall be submitted to the Public Works Director and/or his designee for appropriate action.

Prohibition. Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the Village, abuse of prescribed drugs, failure to report to the Director of Public Works any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty, or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .02%), shall be grounds for immediate termination.

Section 12. No Solicitation. The parties agree that bargaining unit members will not solicit any person or entity for contributions on behalf of the Bartlett Public Works Department or the Village of Bartlett.

Bargaining unit members agree that the Village name, logo or insignia, communications systems, supplies and materials will not be used for solicitations purposes. Solicitation by bargaining unit employees may not be done on work time or in a work uniform. The Bargaining unit members agree that they will not use the words "Bartlett Public Works Department" in their name or describe themselves as the "Village of Bartlett." The bargaining unit members shall have the right to explain to the public, if necessary, that they are members of a labor organization providing collective bargaining and other benefits to certain public works employees employed by the Village. This paragraph does not apply to the solicitation efforts of Local 150 or any of its agents who are not bargaining unit members.

Each party to this Agreement agrees that they will comply with all applicable laws regarding solicitation.

Section 13. Personnel Records. An employee shall be provided with access to his or her personnel record and all other rights in accordance with the Illinois Personnel Record Review Act, as amended, 820 ILCS 40/0.01.

Section 14. Notice of Resignation or Retirement. An employee shall provide the Village with at least fourteen (14) calendar days notice of resignation or retirement, unless the Village determines the employee was unable to do so for reasons beyond his control which the employee could not have reasonably anticipated. Any employee who fails to provide the requisite notice under this Section shall be obligated to repay the Village for any paid sick leave or personal leave taken or compensated during the last thirty (30) days of employment, which amount may be withheld from the employee's final pay.

This Section shall not apply to part-time employees.

Section 15. Uniforms. The Village will continue its current practice of renting certain uniform items through a vendor selected by the Village, as the same may be changed from time to time by the Village. All employees shall be expected to wear such work uniforms or clothing as may be designated from time to time by the Director of Public Works or his designee.

Section 16. Work Boots/Prescription Safety Glasses. Once each fiscal year, each bargaining unit employee will be given a lump sum payment in the gross amount of \$175 to offset the employee's cost of purchasing work boots of a type designated by the Village, and/or prescription safety glasses. All employees are expected to wear work boots of a type designated by the Village while working.

Section 17. RHSP Contribution. Commencing May 1, 2011, the Village will contribute \$1,100 per fiscal year for each non-probationary employee into a Retirement Health Savings Plan offered by the ICMA Retirement Corporation (hereinafter referred to as the "RHS Plan") created for this bargaining unit, pro rata for persons employed in such capacity for less than a full fiscal year. Upon separation from employment any vacation pay due under Article XIV, Section 7, shall be placed into the RHS Plan, in lieu of direct payment to the employee.

Employee eligibility for participation in the RHS Plan, as well as contribution elections, withdrawals, qualified expenses, benefits provided and the tax effect of providing those benefits shall all be governed by the terms and conditions set forth in the RHS Plan document, as the same may be changed from time-to-time by the Village or the Plan Administrator.

Section 18. Flexible Spending Account. Effective May 1, 2011, bargaining unit employees may participate in a Section 129 Flexible Spending Account plan offered by the Village, subject to the terms and conditions of the plan document, on the same terms as other non-represented full-time Village employees, as the same may be changed from time to time by the Village.

Section 19. Time Clocks. Within twelve months of execution of the 2010-2013 Agreement, the Village will install time clocks or an equivalent system to assist with the

recording of hours of work, which time clock or system shall be utilized by bargaining unit employees as directed by the Village.

ARTICLE XVIII
SAFETY

In the event an employee reasonably and justifiably believes that his health and safety are in danger due to unsafe working conditions or equipment, he shall immediately inform a supervisor who shall have the responsibility to determine what action, if any, shall be taken, including whether the job should be continued or working conditions should be modified.

ARTICLE XIX
SAVINGS CLAUSE

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

ARTICLE XX
ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes and cancels all prior practices, policies, procedures and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. If a past practice is not addressed in the Agreement, it may be changed by the Village as provided in the management rights clause. Each party waives the right to bargain further on any subject during the term of this Agreement. The Union waives any right to impact or effects bargaining for the term of this Agreement, as well.

ARTICLE XXI
DURATION AND TERM OF AGREEMENT

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

This Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new agreement between the parties.

VILLAGE OF BARTLETT

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150

James M. Sweeney
President/Business Manager

Date

Date

Kenneth Edwards
Field Attorney/Organizer

Date

Side Letter

This is a Side Letter to the 2010-2013 collective bargaining agreement between the Village of Bartlett (hereinafter referred to as the “Village”) and International Union of Operating Engineers, Local 150 (hereinafter referred to as the “Union”). The Village and the Union hereby agree as follows:

1. Consistent with current practice, an employee may accrue up to 240 sick leave days for purposes of credit with IMRF upon retirement only. In no event may an employee accrue more than 180 days of sick leave for use as a Village of Bartlett employee or for purposes of any buyback benefit.
2. An employee’s entitlement, if any, to IMRF service credit for accrued sick leave shall be governed by IMRF policies, rules or regulations, and is not, in any way, guaranteed by the Village.
3. This Side Letter shall not be subject to the contractual grievance and arbitration procedure.
4. This Side Letter shall automatically expire on April 30, 2013.

AGREED:

VILLAGE OF BARTLETT

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150

James M. Sweeney
President/Business Manager

Date

Date

Kenneth Edwards
Field Attorney/Organizer

Date

APPENDIX A

Pay Ranges

	<u>05/01/10</u> <u>Thru</u> <u>04/30/11</u>		<u>05/01/11</u> <u>Thru</u> <u>04/30/12</u>		<u>05/01/12</u> <u>Thru</u> <u>04/30/13</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Maintenance Worker I	19.55	27.93	19.94	28.49	20.34	29.06
Maintenance Worker II	21.47	30.65	21.90	31.26	22.34	31.89
Senior Maintenance Worker	23.19	33.12	23.65	33.78	24.12	34.46
Wastewater Operator I	22.26	31.78	22.70	32.42	23.15	33.07
Wastewater Operator II	23.42	33.46	23.89	34.13	24.37	34.81
Laboratory Technician	22.91	32.72	23.37	33.37	23.84	34.04
Custodian	17.45	24.92	17.80	25.42	18.16	25.93