

**International Union of Operating Engineers,
Local 150**

and

Village of Algonquin

Effective May 2016 through April 2021

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the Village of Algonquin, Illinois, (hereinafter referred to as the "Village") and the International Union of Operating Engineers, Local 150, Public Sector, (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I RECOGNITION

SECTION 1.1: RECOGNITION

The Village recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for employees within the following collective bargaining unit, as certified by the Illinois Labor Relations Board:

All full-time employees of the Village of Algonquin Department of Public Works in the following classifications: Maintenance Workers I & II, Service Technician, Mechanic 1, Fleet Mechanic, Stock Coordinator, Laboratory Technician, and Water and Wastewater Operators. Excluded: All other employees including all confidential, managerial, and supervisory employees as defined by the Illinois Public Labor Relations Act.

SECTION 1.2: NEW CLASSIFICATIONS

The Village shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

If the new classification is a successor title to a classification covered by this Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement and the parties shall jointly file the appropriate petition with the Illinois Labor Relations Board. If there is a question on whether a new classification should be part of the bargaining unit, the parties will meet to discuss the matter prior to implementation.

ARTICLE II MANAGEMENT RIGHTS

SECTION 2.1: MANAGEMENT RIGHTS

Except as specifically 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 following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish specialty positions; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish performance standards for employees; to discipline, suspend and discharge non probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to do all things expressly granted and reserved exclusively to the Village under Illinois Compiled Statutes 5 ILCS 315/4 or as modified; to carry out the mission of the Village; and to take any and all actions as may be necessary to carry out the mission of the Village and the Public Works Department in the event of civil emergency as may be declared by the Village President, Village Manager, Public Works Director, Police Chief, or their authorized designees. It is the sole discretion of the Village President to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the

provisions of this Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

ARTICLE III UNION RIGHTS

SECTION 3.1: UNION ACTIVITY DURING WORKING HOURS

It is to the benefit of the parties that issues of concern be discussed prior to entering into the formal grievance procedure. Discussions between bargaining unit employees and Stewards, with or without supervision, may be conducted during working time, provided that the Union shall not engage in Union activities on Village time or its property, which will interfere with the employees' assignments or duties.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Village's activities. Authorized agents are to notify the Public Works Office prior to entering Village owned or operated property. The Union agrees to fully defend, indemnify and hold the Village of Algonquin harmless from any and all claims, causes of action and/or damages resulting from the actions of the Union's business agents while on Village owned and operated property.

SECTION 3.2: TIME OFF FOR UNION ACTIVITIES

One Union Steward shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence. The employee must utilize any accumulated time off (Holiday, Personal, Vacation Days, Comp Time etc.) in lieu of the employee taking such without pay.

SECTION 3.3: UNION BULLETIN BOARDS

The Village shall provide the Union with a place to hang their own bulletin board at the following work locations:

- 1) Lunchrooms located at 110 Meyer Drive and the Wastewater Treatment Plant; and

The boards or space shall be for the sole and exclusive use of the Union, upon which the Union may not post notices of a political, inflammatory nature. The Union will limit the posting of Union notices to said bulletin boards only.

SECTION 3.4: UNION STEWARDS

Duly authorized representatives of the Union shall be designated by the Union as Stewards. The Union may designate up to three (3) Stewards and will provide written notice to the Village Manager to identify the Stewards. At the signing of the contract the Union must provide in writing to the Village of Algonquin's Human Resources Director the names of the Union's designated Union Stewards. In addition, anytime there is a change in the employees serving as a designated steward, the Union must provide the Village of Algonquin's Human Resources Director written notice of the new members within five business days of the official effective date.

ARTICLE IV UNION DUES/FAIR SHARE CHECKOFF

SECTION 4.1: DEDUCTIONS

The Village agrees to deduct Union membership dues each pay period from the pay of those employees who are Union members and who have on file with the Village a voluntary check off authorization. The Union shall certify the current amount of Union deductions for each employee.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise the Village of any increases or decrease in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

If an employee has no compensation due for a given pay period, the Employee shall inform the Union and Village of this fact and the Village shall not be responsible for the collection of said dues. The Union agrees to refund to the employee any amounts of money paid to the Union in error by the Village.

If an improper deduction is made, the Union shall refund directly to the employee any such amount and report it to the Village as soon as is practicable.

SECTION 4.2: FAIR SHARE

Pursuant to the Illinois Public Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois Public Labor Relations Act, shall be deducted by the Village from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Village with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

SECTION 4.3: APPEAL PROCEDURE

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

SECTION 4.4: UNION INDEMNIFICATION

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, and shall reimburse the Village for all reasonable legal costs that shall arise out of, or by reason of action, taken or not taken by the Village in compliance with the provisions of this Article.

ARTICLE V HOURS OF WORK AND OVERTIME

SECTION 5.1: WORKDAY/WORKWEEK

(A) Normal Workday

The normal workday for bargaining unit employees is eight (8) consecutive hours, excluding a thirty (30) minute un-paid lunch period, and the normal workweek is five (5) days, Monday through Friday. However, the Village reserves the right to alter the workday or work hour schedule on an as-needed basis for the following situations only:

- i) in emergency situations; or
- ii) rescheduling the entire bargaining unit as long as the Village provides a thirty-day (30) day notice to the Union with the intent to negotiate; or
- iii) deviate the work schedule of less than twenty percent (20%) of the entire bargaining unit.

The Village will not change any employee's work schedule if the purpose of such change is to diminish overtime opportunities. Whenever the Village desires to alter the workday or work hours of any employee it shall first solicit qualified volunteers to fill the position(s). If an insufficient number of employee's volunteer then the Village will select employees by inverse order of seniority, least senior first, of those qualified to perform the job. All overtime provisions pursuant to Section 4.5 shall apply. No change will result in a reduction of the normal work hours of eight (8) hours per day or forty (40) hours per week.

(B) Normal Working Time

The normal workday for bargaining unit employees is 6:30 a.m. to 3:00 p.m.

SECTION 5.2: LUNCH PERIOD and BREAK PERIODS

The 30-minute un-paid lunch and 15-minute paid afternoon break shall be combined unless the supervisor and division employees otherwise agree. The normal lunch period shall be 11:30 a.m. Bargaining unit employees shall receive two 15-minute paid breaks. The first break shall be at or around half way between the start of the day and the mid-point of the day and the second break shall be combined with the lunch as stated above or be at or around half way between the mid-point of the day and the end of the day.

If interrupting the nature of the assignment for lunch or break would cause a negative impact on the productivity or the continuation of the project, employees may be required to take their lunch and/or break(s) at the work site, stagger the lunch and/or break(s) for individual employees, or take their lunch and/or break(s) at the completion of the project. Should employees be required to work through their lunch or break periods, the Village will compensate employees for such time worked at the employee's rate of pay commensurate with the current applicable rate as dictated by this contract. To be compensated, the employee must notify his/her supervisor that they are working through lunch/break and the supervisor must approve the action prior to it occurring. Should the employee and supervisor mutually agree, employees may leave one-half hour early in lieu of overtime payment for the missed lunch period.

SECTION 5.3: OVERTIME REST PERIOD

No employee will be required to work more than sixteen (16) consecutive hours in any twenty-four (24) hour period. It is the responsibility of the employee to notify the Village when he/she has worked sixteen (16) hours in the twenty-four (24) hour period. The Village may relieve an employee any time after sixteen (16) hours. Employees will not be required to work more than sixteen (16) hours in any one day without being allowed an eight (8) hour rest period, except in civil emergency situations as described in Section 2.1 or when the employee so agrees. In non-emergency situations when the Village may need an employee to work more than sixteen (16) hours in a day, the Village shall solicit volunteers but will not require any employee to work more than sixteen (16) hours. If the sixteen (16) hour period ends during an employee's normal workday, the employee may utilize accrued vacation or other accrued hours to complete the remainder of the workday with compensation. Employees will not be required to work more than eighty (80) hours in any given calendar week. If the Village needs an employee to work more than eighty (80) hours in a week, the Village shall solicit volunteers and allow the volunteers to work more than eighty (80) hours in a week. Additionally, employees may be allowed to operate equipment for more than twelve (12) hours in any given day.

If the eight (8) hour rest period ends during the employee's normal work day, he/she may choose to work past the normal quitting time and work for eight (8) hours at straight time with supervisory approval. If the employee chooses not to work past the normal quitting time, he/she may utilize accrued time to complete the remainder of the workday with compensation, as listed above.

SECTION 5.4: OVERTIME MEAL PERIOD

Employees who work in excess of four (4) or more consecutive hours of overtime immediately after or before an eight (8) hour work day will be offered a fifteen (15) minute paid break at a time reasonably designated by their supervisor during the overtime work period. The employee shall receive additional fifteen (15) minute paid breaks for every additional four (4) hour period. Regularly scheduled overtime or overtime scheduled eight (8) hours in advance of work consisting of eight (8) hours or more will be treated as a regular work day for lunch and break purposes.

SECTION 5.5: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

(A) A bargaining unit employee shall be paid at one and one-half (1 1/2) his/her regular hourly rate of pay when required to work in excess of eight (8) hours in a regular work day or forty (40) hours in a week.

(B) A bargaining unit employee shall be paid at one and one-half (1 1/2) his/her regular rate of pay for all hours worked less than eight (8) hours on Saturdays, and two (2) times his/her regular rate of pay for all hours worked in excess of eight (8) hours on Saturday.

(C) A bargaining unit employee shall be paid at one and one-half (1 1/2) his/her regular hourly rate of pay for all hours worked less than eight (8) hours on Sundays, and two (2) times his/her regular rate of pay for all hours worked in excess of eight (8) hours on Sundays.

(D) For purposes of this Section, "hours worked" shall include those hours for which the employee actively performs services for the Village as well as those hours, which are not worked but are paid for as vacation, holiday, compensatory time, Personal Days, and/or sick pay. Any other non-worked paid time, which is referenced in the Village of Algonquin's personnel Policy Manual, will not be counted as hours of work for overtime calculation purposes.

SECTION 5.6: COMPENSATORY TIME IN LIEU OF OVERTIME COMPENSATION

At the employee's option, the employee may elect to receive compensatory time at the appropriate rate in lieu of paid overtime compensation.

Compensatory time not used in a calendar year can be carried over to the next calendar year with the approval of the Public Works Director. If the Public Works Director denies a request to carry over compensatory time, the time shall be paid to the employee. No more than Sixty (60) hours of compensatory time can be accumulated at any one time. All compensatory time in excess of Sixty (60) hours will be paid in the next pay period at the rate of straight time. Compensatory time shall be taken in not less than four (4) hour increments and must have the prior approval of the superintendent or direct supervisor, which shall not be unreasonably denied.

In the event of death, any compensatory time earned but unused shall be paid at straight time to the designated beneficiary of the deceased employee.

SECTION 5.7 OVERTIME ASSIGNMENTS AND DISTRIBUTION

The Public Works Director or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. Whenever practicable, overtime assignments will be scheduled on a voluntary basis, except for emergency situations, or except where qualified volunteers are not readily available. It is the objective of the Village to keep mandatory overtime scheduling at a minimum, consistent with the need of the Village to provide services. Those employees who are not on-call for the week in question that cannot be reached or who refuse when called will be excused from the overtime, barring emergency extenuating circumstances. Employees on Village approved vacation may be asked but will not be required to work overtime. Employees working outside of their regular scheduled shift and not a continuation of work will be guaranteed to be paid for a minimum of two hours of work at which they will be paid at the appropriate rate of pay.

The Employer shall assign non-emergency overtime as follows: Non-emergency overtime shall be offered on a voluntary basis, by first offering the overtime assignment to qualified employees within the division that has created the overtime. Additionally, if the non-emergency overtime is a continuation of the regular day's assignments or appended to the beginning of the regular shift, then the overtime may first be offered to the employee(s) who is assigned that job during the day, regardless of bargaining unit status, before the overtime work is offered to other qualified individuals within the division who would then volunteer in order of seniority provided that no non-bargaining unit individual shall work more than one (1) hour of overtime on the respective assignment. If additional personnel are needed, the Village will offer the overtime to qualified bargaining unit personnel from other divisions, prior to offering such overtime to any non-bargaining unit personnel. Overtime will be granted by seniority to bargaining unit personnel within the pre-determined time of announcement (i.e., the Parks Supervisor at 3:00 p.m. would ask full-time employees within the division first then do an all call requesting a response by 3:15 p.m.). Then the supervisor would select qualified employees by seniority from those responding. If an insufficient number of employees respond, then he would ask non-bargaining unit employees to work the overtime. If no employee volunteers, and it should be necessary to order an employee to stay or report in early, then overtime will be assigned to qualified employees on the basis of reverse seniority. Employees on Village approved vacation may be asked but will not be required to work overtime.

In emergency situations, the Village will call the designated person on the On-Call list to work overtime. The designated person on the on-call list shall, be available and not refuse overtime when called in that day.

Snow and ice control overtime shall be assigned in accordance with the Village's most current *Snow and Ice Control Plan* except that all primary routes shall be open to those who worked the routes in a workman like manner the previous year first and then other volunteers. Employees from other divisions shall not be required to take snow and ice control assignments, but may be assigned such responsibilities in order of reverse seniority to fill open positions. A sign-up sheet for volunteers to work snow and ice control assignments will be posted no later than September 1st of each year. Any employee who volunteers for snow and ice control assignments shall be responsible for the entire season, unless excused by the Public Works Director. The General Services Superintendent will make every attempt to provide adequate advanced notice to the operators as to their

snow and ice route assignments for each pending season and will attempt to maintain these assignments over the entire season. The General Services Superintendent will make every effort to populate the ice control roster with operators that are listed only on the primary snow fighter roster. However, when absolutely necessary, the Village maintains its management rights to fill any vacated or unfilled, positions or alter assignments to cover vacated, or unfilled positions in the best interest of the Village of Algonquin, and the motoring public, however in no instance shall be mechanics be assigned any routes. No assignments, as designated by the Public Works Director and the General Services Superintendent, shall go unfilled. The Village shall assign the overall routes and number of drivers no later than October 25. The snow and ice control season shall be from November 1st to April 15th.

All Snow and Ice control operations will be managed by the General Services Superintendent or his designate in concurrence with most current revision of the Snow and Ice Control Plan.

SECTION 5.8: STANDBY-ON-CALL ASSIGNMENTS AND CALL BACKS

Any Employee covered by this Agreement who is called back to work on an assignment which does not continuously follow an employee's regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back or the actual time worked, whichever amount is greater. "Call back time" hours will be paid at the applicable overtime rate of pay. For example, a minimum 2 hour call out on a holiday will be paid at a double time rate.

If an employee leaves his/her home in response to a call back, then the employee shall receive the two-hour call back minimum even if the call back is subsequently cancelled. Employees will not receive multiple two-hour call back minimums if additional call outs are made within the original two-hour call out. Multiple assignments that exceed the original two-hour minimum time period will be paid at 15-minute increments at the applicable pay rate. Employees, who respond to SCADA calls, during non-working hours, will receive a single two-hour call back minimum per day upon the first occurrence, even if the employee is not required to leave home. Multiple SCADA calls, including nuisance calls, where the employee can respond via telecommunication, computer, or Internet, will not constitute an additional two-hour call out minimum. SCADA calls requiring a field response will be handled as any other call out and will open a two-hour window that will cover any subsequent call outs.

Standby and on-call assignments shall be covered by Memorandum of Understanding attached hereto as Appendix G.

Employees on call shall receive four hours time off (at straight pay) for every week they are scheduled to be on call. These four hours off must be used in one four-hour increment within thirty (30) days after the call period ends. The four hours off shall not be considered as time worked for the calculation of overtime compensation. The four hours off shall constitute the sole compensation attributable to being on the "on call list".

If the employee fails to report when directed or cannot be reached (by telephone & pager), the employee will lose the supplemental on-call pay provided by this Section for that period for the first occurrence. In the event an employee is directed to report for overtime work and he fails to report or cannot be reached on a second and/or subsequent occasion within a rolling calendar year, he may be appropriately disciplined including loss of the four hours. If an on-call employee is unable to reach the on-call manager, then the employee may contact the Public Works Director. The Village reserves the right to fill on call vacancies in reverse seniority in the event of a lack of response to the on call process.

When contacted by a supervisor, employees will endeavor to respond (on site and ready to take appropriate action) within thirty (30) minutes, but in no instance shall response time exceed one hour of said contact unless credible and reasonable extended circumstances exist.

The Village shall post on the Union bulletin board an accumulative total of overtime in any given fiscal year on a monthly basis. Any grievance relating to perceived discrepancies in this summary must be reported to the Public Works Director within ten (10) business days of posting.

SECTION 5.9: NO PYRAMIDING

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Agreement.

ARTICLE VI SENIORITY

SECTION 6.1: DEFINITION

For the purpose of this Agreement, seniority shall be defined as an employee's length of full-time service (in a non-supervisory capacity) with the Department of Public Works since his/her initial date of hire. Seniority shall accumulate during all authorized paid leaves of absence. If more than one person is hired on the same day, seniority preference will be established alphabetically.

SECTION 6.2: BREAKS IN SERVICE

An Employee's seniority and service record shall be broken by:
Voluntary resignation;
Discharge for just cause; and
Retirement.

However, if an employee returns to work in any capacity within twelve (12) months, the break in continuous service shall be removed from his/her record for seniority purpose only.

SECTION 6.3: SENIORITY LIST

The Village will post a seniority list by Division (i.e., MWI, MWII, Mechanics, Operator, etc..) of all employees in the bargaining unit setting forth each employee's seniority date on a regular basis and/or anytime the list changes. The Village shall not be responsible for any errors in the seniority list unless it is brought to the attention of the Village in writing within twenty (20) business days after the posting of the list.

SECTION 6.4: PROBATIONARY PERIOD

An employee is probationary for the first twelve (12) months of employment. Time absent from duty during the probationary period shall not apply toward satisfaction of the probationary period. A probationary employee shall have no recourse to the grievance procedure.

A probationary employee shall have no seniority, except for purposes of requesting scheduled time off, pursuant to this Agreement, until he/she has completed the required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment.

During the probationary period, sick leave, personal days and vacation benefits (collectively "leave benefits") shall accrue. However, leave benefits shall not vest until the satisfactory completion of the probationary period. Should the employment of the probationary employee be terminated, for any reason, prior to the satisfactory completion of the probationary period, any such accrued leave benefits shall be forfeited.

ARTICLE VII FILLING OF VACANCIES

SECTION 7.1: BARGAINING UNIT VACANCY

A vacancy is created when the Village determines to increase the work force or fill a position when any of the following personnel transactions take place within the bargaining unit: terminations (for just cause), promotions, resignations, transfers or demotions (for just cause).

SECTION 7.2: POSTING

Whenever a vacancy occurs within the Public Works Department in an existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all Union bulletin boards for five (5) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so by submitting a written request to the Human Resources Office.

SECTION 7.3: SELECTION

Except as provided below, the Village shall fill the permanent vacancy by hiring, promoting, or transferring the most qualified candidate. Qualifications shall be based upon skill, ability, experience (with the Village and/or outside experience),

education, and training. However, for example, the Village shall not hire an outside candidate as a Maintenance Worker II unless there are no qualified Maintenance Worker I candidates currently working for the Village.

In addition, an employee who is promoted shall be placed at the next highest step in the new classification that would result in a raise. The employee's anniversary date shall remain his/her hire date, not the promotion date or step. The Village reserves the right to hire an outside candidate and at the discretion of the Human Resource Director. Newly hired employees who have previous experience, may be placed in the wage schedule as seen fit by the Village.

SECTION 7.4: INVOLUNTARY TRANSFER

Should the Village need to move bargaining unit employees between divisions because of a temporary personnel shortage, it shall do so by permitting employees to volunteer for such assignment in order of seniority among those qualified to perform the work. If enough volunteers cannot be found, the Village may assign employees among those qualified to perform the work. However, an employee shall not be transferred for more than one (1) year without his/her agreement. The transferee shall be paid at the higher rate of pay.

**ARTICLE VIII
LAYOFF AND RECALL**

SECTION 8.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in currently filled bargaining unit positions. The Village shall give the Union as much advance notice as is possible of any layoffs, but no less than one month.

SECTION 8.2: LAYOFF PROCEDURE

The Village, in its discretion, shall determine whether a layoff is necessary. Should it become necessary to reduce the work force, employees shall be laid off from within their classification in inverse order of seniority. Prior to laying off any bargaining unit employee(s), all seasonal, temporary, probationary and part-time employees in the effected classification shall be laid off. Non bargaining unit employees qualified to perform bargaining unit work shall not be utilized for a period of more than thirty (30) consecutive days to perform such work in the effected classification while a layoff condition exists. When the least senior employee(s) in an effected classification is laid off, that employee will have the opportunity to displace any less senior bargaining unit employee in another classification provided he/she is immediately qualified to perform the work in question.

SECTION 8.3: RECALL

Employee(s) who are laid off shall be placed on a recall list for a period of twelve (12) months. Employee(s) on the recall list shall be recalled in seniority order (most senior first) provided they are fully qualified to perform the work available.

Employee(s) eligible for recall shall be given twenty-one (21) calendar days' notice of recall with the first day being the date the notice is received by the employee. The notice of recall shall be sent by certified mail, return receipt requested, with a copy to the Union. The employee must notify the Director of Public Works or his/her designee of his/her intention to return to work within seven (7) calendar days after receiving a notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee to the Human Resources Officer. If an employee fails to respond to recall, or report for work upon recall in a timely fashion, the employee shall lose all recall rights. Employees on layoff must notify the Village of Algonquin within twenty-one calendar days of any change of address. This notification must be sent certified mail and return receipt.

Employees on the recall list for more than twelve (12) months prior to being recalled to work must pass a physical examination, which includes drug testing to determine current fitness to perform work.

Employees on layoff who are recalled to work shall have their seniority restored.

**ARTICLE IX
DISCIPLINARY PROCEDURES**

The Village agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. The following forms of discipline are considered progressive and are listed in order of increasing severity. However, the Village may skip any level of discipline based on the severity of the incident.

- (A) Oral warning with documentation of such signed by the employee and filed in the employee's personnel file, with copy given to the employee.
- (B) Written reprimand with copy of such signed by the employee and filed in the employee's personnel file, with copy given to the employee.
- (C) Suspension without pay with documentation of such signed by the employee and filed in the employee's personnel file, with copy given to the employee and a Union Steward.
- (D) Discharge with documentation of such signed by the employee and filed in the employee's personnel file, with copy given to employee and a Union Steward.

Prior to actual imposition of any discipline, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Per this agreement (and the Illinois Public Labor Relations Act), the Village recognizes the Union's right to represent its employees in any disciplinary process and recognizes the employees' rights to have Union representation during the disciplinary and grievance processes including the right to have a Union representative present during investigatory interviews.

The Village may maintain, in an employee's personnel file, written documentation of oral warnings and written reprimands. However, except where an employee has exhibited a pattern of conduct, which was the subject of a warning or reprimand, and except in cases involving discrimination, harassment, insubordination, misuse of equipment, and drug or alcohol usage, the Village agrees that any such warning or reprimand shall not, after the passage of two years, be considered in determining subsequent discipline.

**ARTICLE X
GRIEVANCE PROCEDURE**

SECTION 10.1: DEFINITION

A grievance is defined as a complaint raised by an employee or the Union against the Village alleging that there has been a violation, misinterpretation or misapplication of this Agreement.

SECTION 10.2: PROCESSING OF GRIEVANCE

Except for step one, grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or the Union itself. The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 10.3: GRIEVANCE STEPS

STEP ONE: SUPERINTENDENT

The employee, with or without a Union representative, or the Union may file a written grievance with the employee's appropriate Division Superintendent within twenty (20) business days of the event giving rise to the grievance, or when the employee or Union reasonably should have realized that a dispute existed. The supervisor shall attempt to adjust the matter and shall respond in writing within twenty (20) business days.

STEP TWO: DIRECTOR OF PUBLIC WORKS

If the grievance remains unsettled after the response in Step One, the Union may submit a written grievance to the Public Works Director within fifteen (15) business days of the Step One response, or depending on the circumstances the Union may file the grievance directly at Step Two, in which case it must be filed within fifteen (15) business days of the event giving rise to the grievance or when the employee/Union reasonably should have realized that a dispute existed.

The Public Works Director shall schedule a conference with the Union within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Public Works Director shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Public Works Director shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP THREE: VILLAGE MANAGER

If the grievance remains unsettled after the response in Step Two, the Union may submit a written appeal to the Village Manager within ten (10) business days of the Step Two response. The Village Manager shall schedule a conference within ten (10) business days of receipt of the appeal to attempt to adjust the matter. The Manager or his/her designee shall submit a written response within twenty (20) business days of the conference. If the conference is not scheduled, the Manager or his/her designee shall respond to the grievance in writing within twenty (20) business days of receipt of the appeal.

STEP FOUR: ARBITRATION

If the grievance remains unsettled after the response in Step Three, the Union may refer the grievance to arbitration within thirty (30) business days of the Step Three, response. The parties shall attempt to agree upon an arbitrator within ten (10) business days. If the parties are unable to agree upon an arbitrator, the Union shall request a panel of seven (7) arbitrators from either the Federal Mediation and Conciliation Service or the American Arbitration Association. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute. The Arbitrator shall neither amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Village. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for such expenses of the other party initially ordering such record, minus the costs of copying such.

SECTION 10.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form, which shall be provided by the Union and attached as Appendix B. It shall contain the name(s) of the Grievant (or the Union if filed on behalf of the entire bargaining unit), a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant or the Union representative who filed the grievance and by the Village representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 10.5: TIME LIMITS

Time limits for filing, appealing, or responding to grievances, or for scheduling grievance conferences, may be waived or extended by agreement between both the Village and the Union.

SECTION 10.6: PAID TIME

The grievant(s) and Union Steward(s) shall not be paid for time spent in grievance meetings unless scheduled during work time. Employees attending arbitration hearings will not be paid unless they utilize accrued benefit hours.

**ARTICLE XI
HOLIDAYS AND PERSONAL DAYS**

SECTION 11.1: GENERAL INFORMATION

All full-time employees shall receive the following paid holidays:

- | | |
|----------------------|------------------------|
| New Year's Day | Thanksgiving Day |
| Friday before Easter | Day After Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | |

These holidays shall not be scheduled on a Saturday or Sunday. All holidays referenced within this contract are assumed to be those listed in this Section (11.1).

SECTION 11.2: SPECIFIC APPLICATIONS

(A) The Village Manager or his designee will post by December 15th a schedule of days off for the Village observed holidays that fall in the next calendar year. Where applicable the actual calendar holiday will serve as the official day for benefits and compensation (i.e., if the 4th of July is on Sunday, and the Village is off on Monday the 5th, Holiday OT per this contract will be paid on Sunday the 4th). All employees will receive the 8 hours' regular pay on Monday the 5th, and those who are called in to work OT on Monday the 5th will be paid at 1 1/2 at their applicable pay). However, in no event shall the Village schedule any holiday on a Saturday or Sunday.

(B) To be eligible for holiday pay, employees must work the scheduled day prior to the holiday and their regularly scheduled day after the holiday, unless otherwise approved. If absent either or both of these days due to claimed illness, to be eligible for holiday pay, the Village may require acceptable written verification signed by a doctor as proof of such illness, provided the Village requests such verification within twenty-four (24) hours of the employee's return to work.

SECTION 11.3: HOLIDAY PAY

In addition to the normal eight (8) hours holiday pay benefit, employees shall be paid two (2) times his/her regular hourly rate of pay for all hours worked on a holiday (as designated in Section 11.1).

SECTION 11.4: PERSONAL DAYS

Newly hired regular full-time employees will receive twenty-four hours of personal time to be utilized prior to the end of fiscal year after their hire date. Thereafter, regular full-time employees shall receive twenty-four hours per year* to be absent from work. These three days must be used by the end of the fiscal year they are provided in. *After your first anniversary date, personnel days are awarded at the beginning of every fiscal year (May 1).

Personal days must be used during the year in which they are earned and shall be paid at the employee's regular rate of pay for eight (8) hours. Personal days can be carried over from one year to the following year (with the approval of the Public Works Director), but they may not be taken on any of the above listed holidays. Any personal days carried over from the previous year must be utilized within thirty (30) days. The Village may require an employee to utilize unused personal days. Personal day(s) not taken by the end of the year shall be paid to the employee. Any accrued personal days unused and due to the employee shall be paid to the employee upon his/her resignation or retirement from employment. In the event of death, any personal days unused shall be paid to the designated beneficiary of the deceased employee. Personal days may be used in .25 hour increments

**ARTICLE XII
VACATIONS**

SECTION 12.1: VACATION ACCRUAL

Bargaining unit employees shall earn vacation as follows:

<u>Years of Service</u>	<u>Vacation earned</u>
Less than 1 year	None
After 1 year	48 hours
At 2 years, but less than 5 years	88 hours
At 5 years, but less than 11 years	136 hours
At 11 years, but less than 18 years	176 hours
At 18 years or longer	208 hours

All regular full-time employees of the Village earn vacation hours which are determined by length of service according to the following parameters: a lump-sum vacation benefit is earned at the completion of one (1) full continuous year of service according to the table in Section 12.1, and thereafter vacation hours are earned at the end of each month of full service, based on the employee's hire date. Other than during the first year of employment, one-twelfth of the vacation benefit for a given year is earned each month. Beginning with and during the second year of employment, the vacation hours earned by an employee for having completed the first year of service are available for use, as well as the vacation hours as they are earned monthly during the second year. Subsequent years of service follow the same pattern as shown in the table in Section 12.1. For example: An employee hired on 1/6/97 will receive 6 days (48 hours) of vacation on 1/6/98. He/she then begins to accrue 7.33 hours of vacation each month (totaling 11 days by 1/6/99) to be used by 1/6/00. The vacation that he/she earns between 1/6/99 and 1/6/00 should be used by 1/6/01.

Vacation time that has been earned and/or accrued may be taken during the anniversary year in which it is available. The term "anniversary year" means the period of twelve (12) months following each annual anniversary of the employee's hire date. The Village recognizes that in some instances employees may not be able to use all of their available vacation during their anniversary year. The Village Manager may therefore authorize an employee to carry over vacation time from one anniversary year to the next, which shall be limited to a maximum of five (5) days and which must be used within the next anniversary year. No carry-over vacation may be accumulated to a subsequent year. An employee must submit a written request for carry-over, no later than thirty (30) days prior to his anniversary date, explaining the special conditions that should be considered as to why the carry-over should be granted. The employee's request shall not be unreasonably denied. If an employee fails to utilize vacation time within the time required, the Village may, in the exercise of its discretion, require an employee to utilize vacation time, as specified by the Village, or it will pay the employee for unused vacation.

No paid vacation time may be taken in excess of or in advance of earned vacation time without advance written approval of the Village Manager. Vacation time is not earned and does not accrue while an employee is on a leave without pay. If a payday falls during an employee's scheduled vacation, he may not receive his paycheck in advance. Vacation benefits are designed for employees to have occasional rest and recreation away from the workplace. Therefore, employees should take their vacations, and pay in lieu of vacation shall not be permitted (except when an employee is leaving the employ of the Village and has or will have unused earned vacation time by the time of their final day of work), unless evidence of extenuating circumstances is presented to the satisfaction of the Department Head and the Village Manager.

If an employee terminates prior to his/her anniversary date and has already taken his/her full vacation due to scheduling requirements, the employee shall reimburse the Village for the amount of unearned vacation taken from his/her last paycheck. If an employee terminates and has earned vacation credit available, it will be paid to him/her with his/her last paycheck.

SECTION 12.2: VACATION USAGE

Employees may take vacation in no less than two (2) hour increments.

If a holiday should fall during the scheduled vacation period, the employee shall not be charged for Vacation on the holiday.

Vacation time shall be scheduled and taken with the approval of the employee's supervisor. Sealed vacation bids should be submitted to the employee's supervisor by October 1st of each year (or by the Friday prior if October 1st falls on a Saturday or

Sunday) for vacation to be booked in the subsequent year. Vacation bid requests will be opened at the end of business that day. If two or more requests for the same time off are made simultaneously and cannot be granted, then the selection will be made by seniority. All other vacation time will be scheduled on a first-come, first-served basis. Once approved, a vacation will not be canceled because a more senior employee makes a subsequent request for the same time off. However, this does not prohibit the Village from granting the subsequent vacation request in addition to the prior request. Vacations will be scheduled on a "first-come, first-served" basis. If two or more requests for the same time off outside of the bidding process are made simultaneously and cannot be granted, then selection will be made by seniority. Once approved, a vacation will not be canceled because a more senior employee makes a subsequent request for the same time off. However, this does not prohibit the Village from granting the subsequent vacation request in addition to the prior request.

Employees must submit vacation requests of more than three (3) days to their Department Heads no later than ten (10) business days prior to the requested vacation. Vacation requests of three (3) or less days require a 48-hour advance notice unless otherwise approved by the immediate supervisor.

From the Saturday following the last Friday in September to the Sunday prior to the first Monday in May, one primary driver may be on vacation. The primary driver must secure a replacement approved by their supervisor and the General Services Superintendent, before the start of the vacation. During this same period, two secondary drivers may be on vacation at the same time unless otherwise approved by the immediate supervisor and the General Services Superintendent. Nothing herein prohibits the Village from approving additional vacation requests. At no time can a primary and secondary driver on the same route be on vacation at the same time. Allowance for two back up drivers to be on vacation at the same time should include the fact that the drivers themselves must offer a "qualified" back up in order to be approved by their supervisor and the General Services Superintendent for all days not available including Saturday and Sunday.

Should extenuating circumstances prevent employees from taking all of their earned vacation within the one-year time period, employees may request to carry the remaining vacation time over into the next year. The Village is not obligated to grant such requests. If an employee's scheduled vacation is canceled or an employee is recalled from a vacation in progress because his services are required by the Village, the employee will be allowed to carry over those vacation days to the following anniversary year if necessary. Any vacation time carried over to the next anniversary year must be used by the end of that anniversary year, or it shall be paid to the employee. In the event of a canceled or recalled vacation where carryover has occurred, not more than one year's permitted vacation period shall be taken at one time without the prior written approval of the Village Manager. If vacation time is not used in the required period, the Village reserves the right to require the employee to take the time off.

SECTION 12.3: VACATION PAY

Vacation pay shall be paid at the rate of the employee's straight time hourly rate in effect for the employee's job classification on the payday immediately following the employee's vacation. In the event of death, any vacation earned but unused shall be paid to the designated beneficiary of the deceased employee.

ARTICLE XIII LEAVES OF ABSENCE

SECTION 13.1: SICK LEAVE

Accrual

After ninety (90) days of their initial employment, employees will accrue sick leave at the rate of one (1) sick day for each calendar month of service.

Use

Sick leave will be granted to an employee who is unable to report to work during his/her regular work schedule (non-overtime work) due to non-work related illness or injury that prevents him/her from effectively performing his/her job or to care for a family member. Sick leave shall also be granted for any form of preventive medicine or treatment that requires the employee to take time off during normal hours to see his/her doctor, receive hospital or clinical services, dental care, optometrist appointment, and other similar medical attention. Sick time may be used in .25 hour increments.

Proof of Illness

If sick leave is used for more than three (3) consecutive days, medical proof of illness or injury may be required by the Department Head or his/her designee if he/she reasonably believes that the employee has abused sick leave before an employee may return to work or receive sick leave benefits. If the Department Head or his/her designee reasonably believes that an employee has exhibited a pattern of abusing sick leave, written notice of that belief shall be given to the employee. Thereafter, the Village may request medical proof of illness or injury before the employee may return to work or receive sick leave benefits. Notwithstanding the foregoing, any time an employee has utilized sick leave for more than three (3) consecutive days, the Village may, before an employee may return to work or receive sick leave benefits, request medical proof of illness or injury when the Department Head or his/her designee reasonably believes the employee has abused sick leave.

Notification of Usage

Absent emergency, notice of absence due to illness or injury shall be given to a member of management at the earliest opportunity but no less than thirty (30) minutes before the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be treated as an absence without pay. In the case of an extended illness, notification of absence shall occur as directed by supervision.

Sick Leave Accumulation and Buy Back

An employee who uses less than thirty-two (32) hours sick leave in the one (1) year period between January 1st and December 31st may receive (at the employee's option) payment (at the hourly rate as of December 31st) for the difference between thirty-two (32) hours and the amount actually used. The number of hours for which payment is received will be subtracted from the employee's accumulated sick leave. Employees hired after January 1st of any year are not eligible for this payment in the year in which they are hired. An employee must work the entire year to receive any payment under this program, excluding usage under the FMLA. Employees will not be forced to take sick leave in any instance where the employee is not sick. Additionally, what has become known as "sick emergency" leave shall not count against the buy-back provisions of this section.

In addition, upon separation, the Village shall pay to the employee who is voluntarily leaving his employment one half of the employee's accrued but unused sick days in excess of sixty (60) days, up to a maximum of 200 hours of pay. For example, if an employee retires with 86 accrued but unused sick days, the employee will be paid for 13 sick days (i.e. one half of the 26 days that are in excess of the 60 days).

SECTION 13.2: DISABILITY LEAVE

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 13.3: FUNERAL LEAVE

Regular full-time and regular part-time employees shall, in the event of the death of an immediate family member, be granted a paid leave of up to three (3) workdays for bereavement. In the event of the death of an extended family member, employees may be granted a paid leave of up to one (1) workday. For the purposes of this section, "work day," means the number of hours or portion of a day that the employee would normally have worked. Vacation, sick, or personal days may be used if additional time off is needed. For the purpose of this section, immediate family is defined as spouse, child, stepchild, foster child, legal guardian, brother, sister, parent, grandparent, grandchild, step-brother, step-sister, step-parent, mother and father-in-law, brother and sister-in-law, son and daughter-in-law, and spouse's grandparent. Extended family member is defined as aunt, uncle, niece, nephew, and cousin. The employee's Department Head must approve all requests for leave with pay because of a death in the family and will determine the number of days of leave to be granted to the employee based on the circumstances, including but not limited to any travel distance.

SECTION 13.4: MILITARY LEAVE

Military leave and re-employment rights will conform to applicable federal and state law.

SECTION 13.5: JURY OR WITNESS DUTY LEAVE

Regular full-time or regular part-time employees shall receive full pay for time not worked while serving on jury duty for the term of the jury service, or testifying as a witness on behalf of the Village, or testifying pursuant to a subpoena regarding matters related to their employment with the Village. To receive full pay, employees shall endorse or turn over to the Village

any payment received for such jury or witness duty, such as jury pay vouchers and checks, or other forms of compensation for witness fees. The employee will then receive his regular paycheck at the regular time.

Employees summoned to jury duty or subpoenaed to testify in court or other proceedings must immediately notify their Department Head so that proper arrangements for the employee's absence may be made. Failure to notify their Department Head in a timely manner may result in the employee not being compensated for such civic duty.

Employees serving on jury duty or as a witness on behalf of the Village will continue to accrue vacation, sick leave, and other similar benefits.

No employee shall receive pay for time not worked while testifying as a witness in a case filed by the employee against the Village, its officers or employees, or in a case which is personal and not related to Village operations or the employee's employment with the Village.

SECTION 13.6: FAMILY AND MEDICAL LEAVE

It is the policy of the Village of Algonquin to comply with all provisions of the Family and Medical Leave Act (FMLA). For benefit coverage and procedures under this program, please refer to Appendix C.

SECTION 13.7: TIME OFF TO VOTE

Employees working in excess of their regularly scheduled workday will be granted necessary time off without pay to vote in formal local, state and national elections. When required to stay for overtime, it is the employees' responsibility to notify their supervisor of their intent to exercise their right to vote in that day's election. If no bargaining members are willing to stay over, reverse seniority will be implemented to schedule employees for said overtime assignment.

SECTION 13.8: DISCRETIONARY LEAVE OF ABSENCE

All regular full-time employees may be granted leaves of absence after they have been employed for six (6) full months. For the purpose of this section, "leaves of absence" or "personal leaves" are defined as time taken off from work for personal reasons, such as educational purposes, travel, or other personal circumstances, that are not covered by the provisions of the Family and Medical Leave Act.

Leaves of absence shall be without pay.

Requests for leaves of absence must be presented in writing to the Human Resources Director at least one (1) month in advance of the date the requested leave is to begin or as soon as the employee becomes aware of the situation giving rise for the need for the leave in order to be considered. The written request for leave must include the reason for the request, the anticipated length of the leave, and the employee's address and phone number while on leave. Employees may request that the exact nature of the personal reason be kept confidential. Requests will be reviewed and a decision will be made which considers the needs of the employee and of the department and of the Village. Due to varying staffing and operational needs, each request is considered independently. Approval is not guaranteed.

Requests for leaves of absence without pay may be granted for periods of up to one (1) year with the approval of the Village Manager and/or the Human Resources Director and/or their designee. Extensions of a leave of absence already being taken must be requested in writing to the Village Manager no later than sixty (60) days before the current leave will expire, and may not be for a period of time longer than the original leave granted, the combination being subject, however, to the one (1) year limit.

Approval of extensions is not guaranteed.

Any employee granted a leave of absence may keep his or her group life and health insurance, and retirement plans (if applicable) in full force during his or her leave by arranging for payment of the entire premiums/deductions and any additional surcharges permitted by law during the absence. Such arrangements must be made with the Human Resources Director prior to going on leave. Failure to make such arrangements, or failure to make the required payments in a timely manner, will result in cancellation of the benefits. If a benefit is so canceled, the rules and regulations of the carrier or provider will be observed if the employee returns and seeks reinstatement of coverage. No other benefits shall accrue during a leave of absence. However, seniority rights are maintained as of the date the leave began.

Employees considering a leave of absence must be aware that the Village will not guarantee to hold their job open for them during the period of the leave. There is no assurance of reinstatement to employment in any capacity at the conclusion of the leave. If there is an open position for which the employee is qualified at the conclusion of his or her leave, the employee, along with all other qualified candidates, will be considered for the position. When determining who to place in the open position, the Village shall consider the individual's length of service with the Village prior to going on the leave of absence. Additionally, the leave of absence and the reason therefore shall not negatively affect the Village's decision.

If, at the conclusion of an approved leave of absence, the employee fails to return to work, that employee shall be considered as having abandoned his job and having voluntarily terminated his employment.

ARTICLE XIV HEALTH INSURANCE

SECTION 14.1: HEALTH INSURANCE COVERAGE

If the employee elects the group health and hospitalization insurance and dental insurance provided by the Village, that plan shall be the same group health and hospitalization insurance and group dental insurance that is provided to all other Village employees. If the Village desires to change the Village plan, or any part thereof, it shall notify the Union prior to such changes. No changes shall be made unless they are made for all Village employees.

SECTION 14.2: COST OF MEDICAL AND DENTAL INSURANCE

The Village shall continue to provide hospitalization coverage at no cost to each eligible employee for individual coverage. The terms of the hospitalization program shall be exclusively controlled by the plan documents, and employees shall be provided with the same coverage provided to non-Union personnel at the Village. Employees shall be responsible to contribute to health insurance premiums for other than individual coverage as set forth below:

Single plus one and/or Family coverage	
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	15% a month of the actual and total premium paid by the Village for invoice(s) for the coverage (i.e. \$112.48 which is 15% of the actual \$749.87 paid by the Village for health and dental premium for family HMO coverage.) (i.e. \$170.08 which is 15% of the actual \$1133.88 paid by the Village for health and dental premium for family PPO coverage.)
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If the Village desires to change the plan, it shall notify the Union prior to such change. No changes shall be made unless they are made for all Village employees. However, the Village shall not change the employee's contribution even if the Village changes the cost for other Village employees.

Premiums paid by employees in the bargaining unit will not exceed those paid by other non-administrative employees.

SECTION 14.3: TERM LIFE INSURANCE

The Village will provide life insurance coverage for each bargaining unit employee in an amount of \$50,000. The Village will contribute 100% of the total cost for this Basic Life Insurance benefit. The terms of the life insurance plan or plans shall be exclusively controlled by the plan documents, and employees shall be provided with the same coverage provided to non-Union personnel at the Village.

A voluntary Supplemental Life Insurance program will continue to be offered to eligible employees at rates regulated by the insurance carrier. Bargaining unit members who wish to participate in this program will contribute one hundred percent (100 %) of the total cost once their participation is approved by the insurance carrier.

If the Village desires to change the plan, it shall notify the Union prior to such change. No changes shall be made unless they are made for all Village employees. However, the Village shall not change the employee's contribution even if the Village changes the cost for other Village employees.

**ARTICLE XV
EMPLOYEE SAFETY, TRAINING AND EDUCATION**

SECTION 15.1: POLICY

All bargaining unit members will be trained on proper safety techniques according to State, Federal, and Manufacturing guidelines for the tasks that they are assigned.

SECTION 15.2: REIMBURSED TRAINING

The Village agrees to compensate all permanent full-time employees at straight time rate up to eight (8) hours per day for all training, schools, and courses which the Village requires an employee to attend. The Village may provide a vehicle for the employee to use to attend the seminar. When an employee is required to use his/her own automobile, the Village will provide reimbursement for mileage (at the rate approved by the Internal Revenue Service), tolls, parking and garage charges. Employees shall be reimbursed for the actual cost of meals, up to \$5.00 for breakfast, \$6.00 for lunch and \$16.00 for dinner. Receipts are required for all reimbursements. No reimbursement for alcohol will be made. In the event that an employee needs to stay overnight at such training/school session, the Village will set up and pre-pay for lodging as long as the employee provides the Village notice at least 15 days in advance of said training. Likewise, the Village will pay for training that an employee is required to attend because the Village required that employee to attend said training.

Employees shall not receive any additional compensation for training courses for school programs they elect but are not required to attend, even though those courses or schools are approved by the Village, where such attendance is during the employee's nonscheduled work time, unless the Village agrees otherwise in writing prior to the employee's attendance in the course.

The Village shall reimburse all bargaining unit employees the additional cost of obtaining and/or renewing their Commercial Driver's Licenses. Any testing will be on Village time and the Village will pay all fees for the test.

SECTION 15.3: EDUCATIONAL INCENTIVE

Regular full-time employees enrolled in a degree program or a course directly related to municipal business or to the employee's position may request tuition reimbursement from the Village. Before reimbursement may be granted, the employee must notify and receive written approval from his Department Head and the Village Manager as soon as possible. The Village Manager shall make the final determination regarding whether a course or degree program is job-related and may deny any request for reimbursement that is not classified as such.

If approved, reimbursement will be made for tuition and may be made for required books, or required class materials, upon submission of written receipts for same, according to the following schedule, only after completion of the course or training session:

Grade A -	90%
Grade B -	75%
Grade C -	50%
Grade D or F -	no reimbursement
Pass/Fail -	70% for Pass

Certification of completion of the class and a grade report must be submitted.

Tuition reimbursement does not include mileage, activity or student fees, meals, lodging, parking, tolls, general supplies, or other incidental expenses. Reimbursement of tuition and/or completion of such training shall not be construed as guaranteeing that an employee will be retained, promoted, or advanced.

Courses or programs that may be eligible for reimbursement include classes offered by an accredited college, university, or technical school, courses offered as part of an adult continuing education program, and courses offered by a professional educational or training company or facility.

Training or classes, which an educational institution requires to be taken to satisfy general degree requirements and which are not directly related to the specialization or major of a degree program will not be considered for reimbursement.

Employees enrolling in educational courses must take advantage of and pursue other financial sources, such as grants, scholarships, G.I. benefits, and fellowships that they are eligible to apply for or receive. The Village will consider the difference between any financial aid awarded and the actual cost of tuition for reimbursement.

The maximum amount of tuition or training reimbursement that may be paid to any employee is \$1000.00 in any one fiscal year. In the event that funding is not available in the budget or has already been expended for any fiscal year, but all other requirements are met, employees are encouraged to re-submit the request during the following fiscal year.

Employees wishing to participate in the Tuition Reimbursement Program will be required to sign a Tuition Reimbursement Refund Agreement. This agreement will be provided when the request is granted.

ARTICLE XVI SAFETY

SECTION 16.1: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued.

SECTION 16.2: SAFETY GRIEVANCE

A grievance involving an alleged violation of this Article shall be submitted directly to Step One of the grievance procedure and a grievance hearing shall be promptly scheduled.

ARTICLE XVII LABOR-MANAGEMENT MEETINGS

SECTION 17.1: MEETING REQUEST

The Union and the Village may meet in the interest of promoting harmonious relations. Such meetings shall be requested at least seven (7) calendar days in advance by either party by placing in writing a request to the other for a "labor management meeting" and expressly providing the agenda for such meeting. Such meetings and locations when mutually agreed upon shall be limited only to agenda items. The seven (7) day period may be waived by written agreement of the parties.

SECTION 17.2: CONTENT

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor management meetings," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings. Sub-contracting concerns may not be raised at such meetings.

SECTION 17.3: REPRESENTATION

The Village shall be represented by the Human Resources Director and the Public Works Director and/or their designees. The Union shall be represented by a business representative and the Union Stewards.

ARTICLE XVIII SUBCONTRACTING

SECTION 18.1: GENERAL POLICY

No bargaining unit employees shall be laid off or have their number of regular work hours reduced as a result of any decision by the Village to subcontract any work normally and traditionally performed by the employees covered by this agreement unless the employees are not qualified to perform the work, or if the work would subject the employees to a hazardous or unsafe condition, or the Village does not have enough employees to maintain appropriate staffing.

**ARTICLE XIX
UNIFORMS, TOOLS AND EQUIPMENT**

SECTION 19.1: UNIFORMS

Bargaining members shall comply with the attached copy of the Village of Algonquin's Uniform Policy (Appendix D). At the Union's request, the Village will discuss the Uniform Policy at Labor/Management Meetings.

SECTION 19.2: PROTECTIVE CLOTHING

Bargaining members shall comply with the attached copy of the Village of Algonquin's PPE Policy (Appendix D). Once per year, on or about the September 1st, the Village will provide each employee with boots up to the maximum cost of \$200.00, based upon need. Should the employee choose to buy an approved boot from a designated supplier that exceeds the \$200.00, the employee shall pay the difference at the time of purchase. The employee must demonstrate need for new boots to his/her supervisor by the above date so that Public Works Administration can produce purchase vouchers for the employees in a timely fashion. Once the employee has secured his new boots, the old boots will be turned into the supervisor for disposal within 60 days of the date of purchase. This will allow the employee ample time to break in the new boots and insure that each individual is wearing safe, sturdy, and presentable footwear at all times. An employee will be allowed to keep one worn (second) pair of boots in his/her possession for working in dirty or messy conditions, such as asphalt paving. Should an individual have a pair of boots fail mid-year or if it was determined there was no need for replacement at the September 1st date and the footwear subsequently failed, then these cases will be resolved equitably between the employee, his/her supervisor and Public Works Administration. Abuse or misuse of footwear will not be a reason for immediate replacement.

SECTION 19.3: WINTER CLOTHING

Winter Gear is defined as: a two-piece set (jacket and pants/bib overalls) or a one-piece coverall. Prior to November 1st of each year, each new employee will be provided one set of winter gear. Once per year, on or about September 1st, the Village will place an order for winter gear. Existing employees must demonstrate need for new winter gear to his/her supervisor by the September 1 date so that Public Works Administration can order and process all winter gear in a timely fashion for distribution by as close to the November 1 date, as possible. When new winter gear is distributed, the employee must turn in his/her old article to receive the replacement. This will insure that each individual is wearing durable and presentable winter gear at all times. Should an individual have a piece of winter gear fail mid-year due to extreme wear or damage, these cases will be resolved equitably between the employee, his/her supervisor and Public Works Administration. Abuse or misuse of winter gear will not be a reason for immediate replacement.

SECTION 19.4: TOOL ALLOWANCE

The Village will reimburse employees for personally owned tools that are approved by his/her supervisor for use in the employee's job and are damaged while performing tasks associated with that job (unless manufacturer's warranty cover replacements), as long as the broken tool is presented as claimed.

**ARTICLE XX
PERSONNEL RECORDS**

SECTION 20.1: PERSONNEL RECORDS, RIGHT OF INSPECTION AND COPIES

The personnel record is available for an employee and/or his/her designee to review. Each employee is encouraged to contribute documents to their record that relate to his/her performance and accomplishments.

An employee, or his/her designee, can inspect his or her own personnel file twice a year. To inspect your personnel file, you should take the following steps:

Submit a written request to inspect your personnel file to the Human Resources Director.

Every employee will normally be allowed to inspect his or her personnel file within seven days from the date of the written request. If the Village cannot reasonably meet this seven-day time period, it may request a seven-day extension.

Every employee will be allowed to inspect his or her personnel file at the Village Hall during the Human Resources Department's normal business hours, unless other arrangements are agreed upon. Any employee wishing to inspect his/her

personnel file within the employee's normal working hours may do so only with prior permission of the employee's superintendent or the Public Works Director. No employee can remove his or her personnel file from the Village Hall, but the employee may request the Village to mail a copy of his or her personnel file if the employee is unable to inspect it at the Village Hall. Employees may request copies of any documents in their file. The Village shall provide copies of up to ten (10) pages, not including medical records, at no cost to the employee every calendar year. For medical records, and copies in excess of ten pages per year, the employee shall pay fifteen cents per copy.

By law, there are some items which might be kept in an employee's personnel file which the employee has no right to inspect as enumerated in the *Personnel Record Review Act, 820 ILCS 40/10*. The employee is not entitled to review such items.

If an employee disagrees with any information contained in his or her personnel file, the information may be removed or corrected by mutual agreement of the Village and the employee. If an agreement cannot be reached, the employee may submit a written statement of his or her position, which the Village will attach to the disputed record.

SECTION 20.2: ACCIDENT REPORTS

Copies of any and all Village of Algonquin accident reports signed by bargaining unit employees shall be available for review upon request at no cost to the employee.

ARTICLE XXI EMPLOYEE ASSISTANCE PROGRAM

SECTION 21.1: EMPLOYEE ASSISTANCE PROGRAM

Bargaining unit employees may participate in the Village's Employee Assistance Program (EAP). The Village shall maintain complete confidentiality regarding all referrals and participation in the EAP. The Village shall not discriminate against any employee, or his/her family, who is referred to the program or who chooses to participate in the program.

ARTICLE XXII NON-DISCRIMINATION

SECTION 22.1: PROHIBITION AGAINST DISCRIMINATION

Both the Village and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, or other non-merit factors. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

SECTION 22.2: UNION ACTIVITY

The Village and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. This provision shall not be construed or interpreted to limit the Union's or the employee's right to pursue an action through the Illinois Labor Relations Board.

ARTICLE XXIII NO STRIKE / NO LOCKOUT

SECTION 23.1: NO STRIKE

During the term of this Agreement, the Union shall not call a strike.

SECTION 23.2: NO LOCKOUT

During the term of this Agreement, the Village shall not lockout any bargaining unit employees.

ARTICLE XIV WAGES AND LONGEVITY

SECTION 24.1: WAGE RATES

See Appendix A attached hereto and made a part hereof.

SECTION 24.2: TEMPORARY UPGRADE ASSIGNMENTS

Bargaining unit members assigned (via written correspondence by the Public Works Director acknowledging actual days assigned and that will be paid for) as acting Foreman, or acting Chief Water/Waste Water Operator for three (3) or more consecutive days (including Saturdays, Sundays, and Holidays) shall be compensated a flat stipend of \$40.00 per day for all Days worked in addition to their regular pay.

SECTION 24.3: LONGEVITY

For the term of the agreement, longevity payments shall be made according to the following schedule:

<u>Years of Service</u>	<u>Annual Longevity Payment</u>
10 Years	\$500
15 Years	\$1000
20 Years	\$1500

On the anniversary when the employee reaches the 10 year (or greater) of service the Village will add to the employee’s hourly rate the longevity payment (divided by 2080) respectfully (i.e., on the 10th anniversary an employee will be paid his base pay plus his hourly rate will increase by \$.24, then on the 15th anniversary an additional \$.24 an hour will be added and then an additional \$.24 added on the 20th anniversary). For clarification, any and all raises will be calculated using base pay not base pay plus longevity pay.

**ARTICLE XXV
DRUG AND ALCOHOL POLICY**

The policy in effect as of the execution of this agreement shall remain in effect throughout the duration of the Agreement. The Village shall not change the policy in any way without first notifying the Union and negotiating with the Union prior to any such change(s). The policy is attached as Appendix E.

**ARTICLE XXVI
SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in fill force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, Section or portion of this agreement.

**ARTICLE XXVII
TERMINATION**

This Agreement shall be effective as of the first day of May, 2016 and shall remain in full force and effect until the thirtieth day of April, 2021, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) 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 sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this ____ day of _____, 2017.

FOR THE VILLAGE OF
OF ALGONQUIN

FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS. LOCAL 150

Tim Schloneger, Village Manager

James M. Sweeney, President-Business Manager

Kenneth Edwards, Senior Counsel

APPENDIX A

May 1, 2016

<u>Title</u>	<u>Range Min</u>	<u>Control Point</u>	<u>Range Max</u>
Service Technician	\$35,000.00	\$47,500.00	\$60,000.00
Maintenance Worker I	\$40,000.00	\$52,000.00	\$64,000.00
Mechanic I	\$45,000.00	\$56,500.00	\$68,000.00
Stock Coordinator / Maintenance Worker II	\$47,500.00	\$59,750.00	\$72,000.00
Wastewater Operator / Water Operator / Lab Tech / Fleet Mechanic	\$50,000.00	\$62,000.00	\$74,000.00

The following is an explanation for this pay plan:

1. All employees will receive a 2.5% pay increase on May 1 of every year.
2. Employees that fall below Control Point will receive an additional 2.5% pay increase on November 1 of every year. When determining whether an employee is below Control Point, the base salary (not including longevity) as of May 1 will be considered.
3. The salary ranges will be adjusted each year by adjusting the Control Point a minimum of 1%. Once the Control Point is adjusted, the minimum and the maximum will increase the same dollar range as currently in place (i.e. the Lab Tech has a \$24K range, so we would move the minimum \$12K less than the Control Point and move the maximum \$12K more than the Control Point). No employee hired after 11/1/2016 salary will exceed the salary range maximum (any employee hired on or prior to 11/1/2016 will be grandfathered and the maximum cap will not apply).