

FINAL TENTATIVE AGREEMENT THROUGH 3/13/13 – PENDING RATIFICATION BY
UNION AND AUTHORIZED REPRESENTATIVES OF THE VILLAGE BOARD

Labor Agreement

Between

The Village of Stickney

and

The International Union

of

**Operating Engineers
Local 399**

May 1, 2012 through April 30, 2014

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PREAMBLE

This Agreement is entered into by and between the Village of Stickney (“Village”) and the International Union of Operating Engineers Local 399 (“Union”).

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Village and the Union representing the employees in the bargaining unit and to make clear the basic terms upon which such relationships depend. It is the intent of both the Village and the Union to work together to provide and maintain satisfactory terms and conditions of employment and to prevent, as well as to adjust, misunderstandings and grievances related to employees’ wages, hours and working conditions.

In consideration of mutual promises, covenants, and Agreement contained herein the parties hereto, by their duly authorized representative and/or agent, do mutually covenant and agree as follows:

ARTICLE I
RECOGNITION

Section 1. Recognition

The Village recognizes the International Union of Operating Engineers through its Local 399 or its authorized successor local as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and conditions of employment for the covered employees in the bargaining unit.

The bargaining unit shall include only those persons employed by the Village of Stickney, in accordance with the Illinois Labor Relations Board Case No. S-RC-12-049 as follows:

Included: All full-time and regular part-time Public Works employees of the Village of Stickney.

Excluded: Supervisors, managers, office clerical, guards and all other employees of the Village of Stickney.

Section 2. Part Time/Seasonal Employees

The Employer may utilize the services of part time employees and/or seasonal workers to perform bargaining unit work as it has in the past and those employees are not considered "regular employees". Part time employees and seasonal workers are not eligible for employment benefits, except as provided by law. Seasonal employees may not work in excess of six (6) consecutive months on a full time basis.

Section 3. Probation Period

All newly hired employees will be subject to an initial probation period of six (6) months. While in probationary status, the employee will not accrue seniority; provided that, upon completion of the probationary period, he will be credit with seniority from his first day of actual work covered by this agreement. Probationary employees may be disciplined or terminated by the Employer without recourse to the grievance procedure but shall be subject to the other provisions of this Agreement where specified for probationary employees.

The Employer may extend the probationary period for up to three (3) additional months, provided the Employer gives the Union and the affected employee notice prior to the expiration of the initial/normal six (6) month probation period.

ARTICLE II
DUES DEDUCTION AND FAIR SHARE

Section 1. Membership

All employees of the Village within the bargaining unit as defined in this Agreement shall be and remain members in good standing of the Union during the term of this Agreement, subject to the requirements of the Illinois Labor Relations Act. All new employees hired during the term of this Agreement to fill positions within the bargaining unit shall, as a condition of employment, join the Union upon completion of the probationary period and thereafter remain members in good standing during the term of this Agreement.

The Employer agrees that during the term of this Agreement to provide newly hired employees with a dues deduction form before the expiration of their probationary period and further agrees to notify the Union of any change in employee status including but not limited to new hires, resignations, etc., within thirty (30) days of the effective date.

During the term of this Agreement, the Union may change the fixed, uniform dollar amount by providing the Employer thirty (30) days' notice of any such change.

If an employee has no earnings or insufficient earnings to cover the amount of dues deduction, the Union shall be responsible for the collection of that employee's dues. The Union agrees to refund to the employees, any, amounts paid to the Union in error on account of this dues deduction provision, An employee may revoke their voluntary deduction by notifying the Union and the Employer by certified mail - return receipt requested and providing thirty (30) days of advance notice.

Section 2. Dues Deduction

While this Agreement is in effect, the Village will deduct from each employee's pay check once each pay period an amount no more than the appropriate portion of the regular monthly Union dues for each employee in the bargaining unit for whom there is on file with the Village a voluntary, effective dues check-off authorization. The amounts so deducted shall be forwarded monthly by the Village within twenty (20) calendar days of the deduction, to the Union at the address designated by the Union, together with a list of names (and amounts) for whom deductions have been made. If the employee has no earnings due for that pay period, or if the employee is on disability or receiving workers' compensation, the Union shall be responsible for collecting said dues. The Union agrees to refund to the employee any amount paid to the Union in error on account of this dues deduction provision. The Union may change the fixed, uniform dollar amount, which shall be considered the regular monthly dues once each year during the life of this Agreement. The Union will give the Village thirty (30) days' notice of any such change in the amount of uniform Union dues to be deducted.

Section 3. Fair Share Deduction

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of

matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Village from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names, addresses and social security numbers shall be remitted monthly to the Union at the address designated in writing to the Village by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least thirty (30) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

Section 4. Religious Exemption.

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

Section 5. Notice and Appeal.

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

Section 6. Union Indemnification.

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

ARTICLE III
NO STRIKE

During the term of this Agreement and while both parties of this Agreement shall abide by the terms thereof, no strikes (including sympathy strikes), slowdowns, withdrawal of services or any other effort shall be caused or sanctioned by the Union or by any of its members and no unlawful lockout by the Village.

Any employee who violates this Article may be subject to discipline or discharge by the Village. Nothing in this Article will limit or preclude the Employer's right to obtain judicial restraint and/or damages in the event of a violation of this Article by an employee or the Union.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1. Purpose of Article

This Article is intended as a basis of calculating hours of work per day, per week, establishing a work cycle, overtime and overtime payments. Nothing in this Article is intended to create a guarantee of any number of hours per day or week.

Section 2. Work Week

The normal work week will be from Monday through Friday. The normal work week shall usually consist of forty (40) hours.

Section 3. Hours of Work

An employee's normal work day shall consist of eight (8) consecutive hours of work, generally scheduled between the hours of 6:30 a.m. to 3:30 p.m. Each eight (8) hour work day shall be interrupted by a sixty (60) minute unpaid lunch break and two (2) fifteen (15) minute breaks (except with management's prior approval when the two breaks may be combined into one thirty (30) minute break, from "start to finish" including incidental and travel time). If a second shift is necessary or if the normal work day changes, the Employer will notify the union in advance.

The lunch period will generally begin at or near 12:00 noon depending on business needs. In the event the employee is unable to take his lunch the Village shall pay the employee at the appropriate rate for time not taken or allow the employee to leave work early the commensurate amount of time with pay if approved by the Department Head.

Employee break periods may be taken on the street or at the public works garage provided the total break period where the employee is engaged in non-work activities is no more than fifteen minutes from the end of the final assignment before break to the time working again the begins working again.

Section 4. Time Clock

The employer may utilize time clocks for bargaining unit employees. Employees shall punch in at the start of the work day, in and out for lunch and at the end of the work day. Any employee repeatedly failing or refusing to properly clock in and out will be subject to discipline. Punching the time clock of another employee is also grounds for discipline (no matter when discovered).

Section 5. Compensatory Time

The Village agrees to grant compensatory time off in lieu of overtime payment at the employee's discretion and at the same overtime rate if required by law. Compensatory time off may be accumulated to a maximum of forty (40) hours. Compensatory time off shall be granted at the employees request at such time and in such blocks as are mutually agreed between the

employee and his immediate supervisor. Permission to use compensatory time shall not be unreasonably denied if operational needs will not be adversely affected. The amount of compensatory time credit available for any employee shall be available for inspection by the employee upon request.

Section 6. Overtime Compensation

All hours worked in excess of the normal eight (8) hours per day shall be compensated at the overtime rate of time and one half (1-1/2) times the employees regular hourly rate of pay or compensatory time equivalent (at the employee's option). For purposes of calculating overtime, all compensated hours (other than sick time) shall be considered hours worked.

Section 7. Overtime Assignment

As much as possible and practical, the Employer shall attempt to equalize the amount of overtime provided to each employee. However, it is understood that the skill and ability level required for the work to be completed and the availability of employees to work overtime is a major determinant to the amount of overtime that can be assigned to any individual employee.

Section 8. Change of Regular Work Schedules.

In the event that the Employer has a need to change the regular work schedule of a covered employee, the Employer will provide seven (7) calendar days of advance notice to the Union, in the absence of an emergency or unanticipated business need.

Section 9. Call Back

The term "call back" is defined as an official assignment of work which does not immediately precede or follow any employee's regularly scheduled working hours. Employees reporting back to work under the definition of "call back" shall be compensated at a minimum of two (2) hours at the appropriate rate or for the actual hours worked, whichever is greater. The Employee will only be required to complete the work necessary to fulfill the reason for the call back and/or other normal job related activities to complete the two hour period. No call back shall be compensated unless such call back has been approved by a supervisor.

A "call back" which is received through the Village's normal established call-out procedure will be considered "approved" under this Section. The Parties agree to continue the practice for payment and work process for performance of pump station duties on weekends.

Section 10. No Pyramiding

Compensation shall not be paid or compensatory time off taken more than once for the same hours under any provision of this Article or Agreement.

ARTICLE V
SICK LEAVE

Section 1. Paid Sick Time

(a) Full time employees who have completed the probationary period shall receive paid sick time on an annual basis, in accordance with the employee's anniversary date and the schedule listed below:

Years of Service	Sick Days
3 Months-1 Year	5 work days
1 Year – 5 Years	10 work days
5 Years - 10 Years	15 work days
10 Years - 15 Years	20 work days
15 Years and over	25 work days

(b) Earned sick days may be used for an employee's own sickness, injury, childbirth, disability or hospitalization. Sick leave is not to be used as a means of obtaining additional time off for personal reasons.

(c) A maximum of seventy (70) unused sick days may be accumulated and be allowed to be carried over at the end of the calendar year to the beginning of the next calendar year, with the Department Head's permission. No additional days may be accrued or earned when an employee reaches this "cap".

(d) At the time of retirement or termination, an employee will not be compensated for unused sick days.

(e) Paid sick days may be used in minimum of one half day increments.

(f) Paid sick leave may be withheld pending the submission of proof of illness in the form of a physician statement verifying an illness, injury or disability for the dates of paid sick leave requested. The Employer also may require proof of illness especially where a pattern of abuse is present or in the case of excessive or chronic absenteeism, leave early or tardiness.

(g) If requested, the employee who is absent for more than two (2) consecutive work days may be required to provide a "fitness for duty" confirming that he is medically able to perform the essential functions of his job (either with or without a reasonable accommodation if disabled) prior to return to work after using a sick day.

(h) Before taking paid sick time, the employee must provide his supervisor with notice as far in advance as possible under the circumstances and no less than one hour prior to the employee's designated starting time.

(i) If the Village believes that the employee may have abused sick leave use or privileges, the employee will not be paid for the time off. Additionally, the Village retains the right to require an employee to see a physician of the Village's choice and at the Village's expense to ensure compliance with this Article.

(j) Paid sick leave will run concurrently with any otherwise unpaid leave.

(k) If an employee becomes medically unable to work during the work day, the Department Head may send the employee home for the remainder of the day. Time off for the time not worked in the day will be charged to the employee's sick leave.

(l) If the employee's illness exceeds the amount of accrued Sick Leave time available, the employee will be required to use his accrued Vacation Leave, Compensatory Time Leave in lieu of otherwise unpaid sick days off.

(m) Employees are encouraged to avoid scheduling medical and dental appointments during scheduled working hours. If such appointments cannot be scheduled outside the employee's regular work hours, accumulated Sick Leave only (but not other types of leave) may be used for this purpose provided advance arrangements are made with the Department Head and provided it is consistent with the business needs of the Department.

(n) Regular full time employee may use accrued Sick Leave in the event of a serious illness or disability involving a member of the employee's "immediate family". For purposes of this section, the "immediate family" shall be defined as the employee's son or daughter, present spouse or employee's parent. Sick Leave may be used for this purpose provided one or more of the following circumstances exist:

1. It is necessary or required that the employee provide health care to that immediate family member.
2. It is necessary for the employee to take an immediate family member to a medical facility for care or treatment. This includes being present during and immediately after initial care or treatment.
3. Requiring the employee to report to work would cause a serious hardship on the family member.

Each request to use Sick Leave for this purpose (for family member) must be submitted in writing with the nature of the illness or disability; these situations will be considered on a case-by-case basis by the Department Head (or designee). Verification of Sick leave used for its intended purpose within this Section must be furnished if requested by the Department Head. Failure to provide verification shall be considered "Leave without Pay" and will result in disciplinary action up to and including discharge for misuse of benefit time.

The use of Sick Leave to provide health care to a member of the employee's immediate family shall be limited to five (5) working days each fiscal year. Time off taken as Sick Leave, which is attributable to a serious health condition of a family member will run concurrently with any other type of unpaid Leave of Absence.

ARTICLE VI
PAID HOLIDAYS

Section 1. Holidays

The covered bargaining unit employees will be entitled to the equivalent of twelve (12) paid holidays off from the following list

- A. New Year's Day
- B. Dr. Martin Luther King Day
- C. President's Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Columbus Day
- H. Veteran's Day
- I. Thanksgiving Day
- J. Day after Thanksgiving*
- K. Christmas Eve*
- L. Christmas Day
- M. New Year's Eve Day

* These days may be combined or taken in partial days to equal two full paid holidays off work, depending on the day of the week when the holiday falls in a particular year as agreed upon and posted by the Village at the start of each calendar year.

Generally, when a holiday falls on a Saturday, the preceding Friday shall be observed as the official Village holiday. When the holiday falls on a Sunday, the following Monday will be observed as the official Village holiday.

Section 2. Holiday Compensation

All full time employees who have completed the probation period shall receive eight (8) hours of pay for a Village designated holiday. If it is necessary for an employee to work on a designated holiday, the employee will be compensated at one and one-half times (1.5x) the employee's daily salary for all hours worked. Any employee who takes unauthorized time off on the employee's scheduled workday before or after a holiday will not receive pay for that holiday.

ARTICLE VII
PERSONAL NECESSITY DAYS

Section 1. Personal Days

In the event of a compelling or unanticipated personal need, regular full time employees may be granted up to a maximum of two (2) personal days off with pay with the approval of the Department Head. The Department Head has the authority to establish the guidelines governing the use of these Personal Days.

Section 2. Personal Days Scheduling

Personal days must be scheduled with as much advance notice as possible and generally at least twenty four (24) hours prior to the scheduled personal day. Provided, however, an employee may take an earned personal day with less notice for emergency or unanticipated reasons with the approval of the Department Head (which approval will not be unreasonably withheld) as long as the employee notifies the Department Head of the requested day off prior to his designated starting time.

Section 3. Opportunity for Two Additional Personal Days

Full time employees can earn an additional two personal days off with pay to be taken in the following calendar year if the employee has used two (2) or less sick days during the prior complete calendar year. (For example: Employee uses one sick day during entire calendar year 2013, employee will earn two additional personal days to be used during calendar year 2014.)

ARTICLE VIII
LEAVE BENEFITS

Section 1. Vacation Leave

(a) An annual vacation period with full pay shall be allowed for each Village full-time employee. It shall be allowed on the following basis:

1). One week vacation for those employees who have served the Village for a period of one year.

2). Two weeks' vacation for those employees who have served the Village for a period of two years or more.

3). Three weeks' vacation for those employees who have served the Village for a period of five years or more.

4). Four weeks' vacation for those employee who have served the Village for a period of 15 years or more.

5). Five weeks' vacation for those employees who have served the Village for a period of 20 years or more.

(b) The vacation periods designated in the above section shall not be cumulative and no vacation leave shall be allowed in any calendar year in excess of the periods established in the above section.

(c) The time each employee may take a vacation is subject to the approval of each Department Head (or designee).

(d) An employee will receive vacations as set forth in this section according to the vacation service he has acquired in each calendar year in which they receive salaries, provided that there is sufficient time remaining in that year, as approved by the Department Head (or designee).

(e) Computation of continuous vacation service will begin on the date the employee began work full time for the Village, which date shall be the last date on which employment began subsequent to any break in service.

(f) Vacation periods will begin January 1st and end December 31st.

(g) Vacation pay shall be payable only for vacations actually taken unless otherwise authorized by the President and the Board of Trustees.

Section 2. Military Leave

All employees who participate in military training or service, upon prior advanced written notice to their immediate supervisor, shall be granted a "Leave of Absence" without pay for their position, as is required by law.

Section 3. Jury Duty Leave

(a) Employees must submit a copy of their Jury Duty notice to the Department Head immediately upon receipt and shall be granted a "Leave of Absence" for required Jury Duty.

(b) Employee shall submit any Jury Duty pay received to the Treasurer and then shall receive their regular salary for the period of the Jury Duty, except that no overtime will be paid for any period of time serving on Jury Duty. Employees may, however, retain payment for mileage, parking and other out-of-pocket expenses reimbursed through the court system.

(c) Employees are, however, entitled to retain Jury Duty pay when such duty is served on a regularly-scheduled day off.

Section 4. Death in Family Leave

(a) In the event of a death in the employee's "immediate family", an employee shall be eligible for paid "Death in Family Leave" when approved by the Department Head for up to two (2) regular work days, a third (3) day at the discretion of the Department Head.

(b) Absence for this purpose may be extended at the discretion of the Department Head or the President or his designee; however, these additional days may be deducted from the employee's other accrued leave time.

(c) The "immediate family" shall be defined as the employee's current spouse, children, mother, father, grandparents, grandchildren, legal guardian, brothers and sisters and those of the employee's current spouse.

(f) In the event of a death outside of the employee's immediate family defined above, the employee may use other accrued leave time, subject to the prior approval of the Department Head.

Section 5. Family and Medical Leave Act

Eligible employees may obtain approved time off under the Family and Medical Leave Act ("FMLA") in accordance with applicable law. Time off that is approved under the FMLA and another leave policy will run concurrently.

Additionally, time off taken by an employee who has a pregnancy related medical condition will be treated the same as time off taken for other short term disability related reasons.

Section 6. Death/Funeral Benefit

Covered employees who participate in the Village's group health insurance program also are eligible to receive a death benefit to assist the employee's family members with the costs related to the funeral of the employee in the unfortunate event that an employee is killed in the line of duty. This benefit will be construed in accordance with the terms and eligibility requirements stated in the Village's personnel policy.

Section 7. School Visitation Leave

Covered employees who have worked for the Village at least six (6) months are entitled to up to eight (8) hours of paid leave per school year. This benefit will be construed in accordance with the terms and eligibility requirements stated in the Village's personnel policy and the applicable law.

Section 8. Voting Leave.

Covered employees may take up to two (2) hours of time off work for the purpose(s) of voting in a general or other election in accordance with the terms and eligibility requirements in the Village's personnel policy and the applicable law.

Section 9. Leave of Absence Without Pay

Covered employees may apply for a leave of absence without pay for a period not to exceed six (6) months. A leave for this purpose must be approved in advance by the Department Head (or designee) and the Village President in accordance with the remaining provisions of the Village's personnel policy. An employee seeking time off for this purpose must comply with all notice and paperwork requirements under the Village's leave policies. Additionally, the employee's rights upon expiration of the leave (if any) and right to continue to participate in the Village's health plan while on leave will be afforded in accordance with the Village's personnel policy.

Section 10. Disability Leave.

Covered employees who are eligible for Disability Leave shall be compensated according to the rules of IMRF and subject to the remaining terms and conditions stated in the Village's personnel policy relative to such a leave of absence. Time off that qualifies under this provision and another leave or benefit policy (including sick leave) will run concurrently.

ARTICLE IX
REQUIRED TRAINING PROGRAMS

The Village will pay for the costs actually incurred by an employee involved in attendance at a mandatory training program that it requires an employee to obtain as a condition of employment and provided the Employer directs the employee to attend the program at a particular day/time/place. Training time and training costs incurred by an employee in obtaining a CDL Driver's License (or renewal) or other non-mandatory training is not subject to reimbursement under this Article.

ARTICLE X
INSURANCE

The Village shall provide health insurance through its group health insurance plan for eligible full time employees and their eligible family members on the same basis and subject to the same terms, co-payment(s) of premiums, eligibility requirements and plan design or coverage changes as the other Village employees who are not covered by a collective bargaining agreement (including any revisions thereto adopted by the Village during the term of this Agreement). The cost of the program shall be shared by the employer and employees in the same amount(s) as the Village's employees who are not covered by a collective bargaining agreement. The Village may alter the plan coverage and premium payments for cost containment or similar purposes after providing advance notice to the Union and the affected employees.

Throughout calendar year 2013, the co-payment of premium amounts for covered eligible employees and their eligible family members will remain at the levels in effect as of 1/1/13. Thereafter, the co-payment premium amount levels will change if the amounts change for employees of the Village who are not covered by a collective bargaining agreement.

ARTICLE XI
WAGES AND COMPENSATION

Section 1. Wages

Effective 5/1/12: Covered employees will receive an increase in their base salary equal to 3% of the employee's regular base pay. These amounts are included in and reflected in the attached Wage Progression Addendum.

Employees who are actively employed as of the 5/1/12 and the Ratification Date will receive a lump sum retroactive payment for this amount which is payable within fourteen (14) business days of the Ratification Date.

Effective 5/1/13: Covered employees will receive an increase in their base salary equal to 3% of the employee's regular base pay.

ARTICLE XII
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance Procedure Steps

A Grievance is defined as a dispute between the Employer and an employee or the Union regarding the application, meaning or interpretation of this Agreement.

Grievances arising under and concerning the provisions of this Agreement shall be initiated and carried forth as follows:

STEP 1: Any employee or group of employees feeling they have been aggrieved may orally explain said grievance to the Department Head who shall consider the grievance and provide a verbal response within three (3) working days of the event or incident giving rise to the grievance.

This step of the grievance procedure must be initiated by the aggrieved party within ten (10) working days from the time the aggrieved party became aware of the incident causing the grievance. Working day is defined as Monday through Friday excluding holidays.

Any employee filing a grievance will not be subject to any form of retribution or retaliation.

STEP 2: If the aggrieved employee or employees desire to appeal the decision of the Department Head, he/they may file a written grievance with the Village President within five (5) working days of the Department Head's verbal response. Said written grievance shall be on the form provided, a copy of said form being attached to this Agreement or incorporated herein as "Appendix A", and signed by the aggrieved employee or employees or the shop steward.

STEP 3: The Village Manager will meet with the grievant and the Local 399 representative to discuss the matter and attempt to resolve the grievance. The Village Manager shall issue a written decision within ten (10) working days of the Step 3 meeting. Prior to reaching the decision, the Village President may interview all witness, including the Department Head, other Supervisors, Union and non-Union personnel known to be witnesses or potential witnesses or having information pertaining the grievance situation.

STEP 4: If the Union desires to appeal the decision of the Village President the Union shall deliver a written notice of its intent to appeal to arbitration to the Office of the Village President within ten (10) working days of the date of the Village President's decision.

Section 2. Arbitration

The Union or the Employer may request that the grievance be referred to an impartial arbitrator selected from the National Academy of Arbitrators whose decision (award) shall be final and binding upon the Village, the employee, and the Union. In the event that the parties are unable to agree upon an arbitrator, the Village and the Union shall join in a request to the Federal Mediation and Conciliation Services for a list of seven (7) qualified arbitrators who are available to serve in Chicago. The parties shall then attempt to agree upon the arbitrator, and if they fail to agree, six (6) names from the list of seven (7) arbitrators shall be eliminated by the Union and the Village alternately striking one (1) name at a time. The remaining name shall be the arbitrator chosen, and his authority shall be limited to making a decision on the grievance in question in conformity with the terms of this Agreement.

It is agreed that an arbitrator shall have no right to add to, take from, or modify any of the provisions of this Agreement. The cost of the arbitrator's services and a stenographic transcript shall be shared equally by the Village and the Union. Any other expenses such as wages, fees, living or traveling expenses of representatives or witnesses must be paid by the party incurring such expenses.

Section 3. General Provisions

If the either party fails to respond within the time limits prescribed, the grievance shall advance to the next step. Time limits may be waived in advance only by the prior written agreement of both of the parties.

ARTICLE XIII
SENIORITY

Section 1. Seniority Defined

Seniority is defined as an employee's continuous length of full time service within the Public Works Department.

Section 2. Seniority Loss

An employee's employment with the Village will end and his/her seniority will be lost, in the event he/she:

- a. Quits;
- b. Is discharged for just cause (or no cause in the event of probationary employees);
- c. Is laid off pursuant to the Layoff Provision of this CBA for a period in excess of twelve (12) months;
- d. Fails to timely return to work or notify the Village of his intent to return pursuant to the Recall provision of this CBA;
- e. Retires;
- f. Fails to report to work at the conclusion of an authorized leave of absence or when fit to return to work after a medical leave as determined by a doctor (either with or without a reasonable accommodation if required by law); and/or
- g. Fails to report to work or notify the Village during an absence of three (3) consecutive days (except as provided by law) or without reason deemed sufficient to management where employee communication during the three day period is not possible.

ARTICLE XIV
NON-DISCRIMINATION

Section 1. Equal Employment Opportunity/Non-Discrimination

The Employer will continue to provide equal employment opportunity for all employees covered by the terms of this Agreement, and shall develop or maintain and apply equal employment practices. The Union agrees to cooperate with the Employer in the compliance of this Section for purposes of the interactive discussion process under the Americans with Disabilities Act as amended.

Neither the Employer nor the Union shall discriminate against employees on the basis of race, color, sex, disability, religion or national origin of the employee. Any dispute in regard to this Section shall be processed through the appropriate agency and not through the Grievance Procedure set forth in this Agreement.

Section 2. Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE XV
LABOR-MANAGEMENT MEETINGS

Section 1. Labor/Management Meetings

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held at mutually agreed upon times and places between the Union representatives, employees and representatives of the Employer. Such meetings may be requested at least seven (7) days in advance, or less if necessary, by either party. The party requesting the meeting shall provide the agenda for such meeting. Such meetings shall be limited to:

- a. Discussion on the implementation and general administration of this Agreement.
- b. A sharing of general information of interest to the parties.
- c. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- d. Discussion on safety issues.

Section 2. Activity During Working Hours

A "designated employee" from the bargaining unit shall, after obtaining prior permission from the Employer, be allowed reasonable time off, with pay during work hours to attend grievance hearings or a grievance meeting, labor management meetings scheduled during normal working time and/or other meetings with the Employer if by virtue of his position with the Union, their attendance is necessary and required by the Employer. The Employer will not unreasonably deny requests for time off under this Section as long as it does not interfere with the business operations. Any other time off for this purpose will be unpaid and may only occur during work hours if prior approval is obtained from the Employer.

The Union agrees to notify the Employer in writing of the "designated" employees who may be seeking time off under this Section.

ARTICLE XVI
LAYOFF

Section 1. Layoff Procedure

The Employer in its discretion shall determine when and whether layoffs are necessary. If the Employer so determines, employees covered by this Agreement will be laid off in accordance with their length of continuous service with the Employer in a covered position provided the employee who is identified to be retained has the present ability to perform the available work as determined by the Employer. All employees and Local 399 shall receive notice in writing of the layoffs at least fifteen (15) calendar days in advance of the effective date of the layoff except in the event of an emergency or unanticipated business need in which case as much notice as is practical is required. The Employer agrees not to utilize part time employees for the sole purpose of replacing employees on layoff.

Section 2. Recall

Employees who are laid off shall be placed on a recall list for a maximum period of twelve (12) months. If there are employees on the recall list, they will be recalled in the reverse order of their layoff if qualified to perform the available work. Employees who are eligible for recall shall be given fifteen (15) calendar days of advance notice thereof by Certified or Registered Mail, return receipt requested, with a copy to Local 399, of the notice of the expected return to work/starting date. The employee must notify the Village or his designee of his intention to return to work (or not) at the scheduled date within two (2) business days after receiving a notice of recall. If an employee fails to timely respond to the recall notice, his name shall be permanently removed from the recall list.

ARTICLE XVII
REPRIMAND AND DISCHARGE

Section 1. Just Cause

An employee may be subject to disciplinary action for just cause. The level of disciplinary action will depend on the facts involved, the consequences of the infraction and the employee's overall work record. The Employer agrees with the tenets of progressive discipline in appropriate cases but this will not prevent or limit the Employer's right to skip steps(s) in the progressive discipline process.

Section 2. Inspection of Personnel Files

The Employer agrees to comply with its obligations under the Illinois Record Review Act. An employee who believes this Section was violated may pursue a claim with the Department of Labor and not pursuant to the Grievance Procedure in this CBA.

ARTICLE XVIII
BULLETIN BOARDS

The Employer shall provide Local 399 with designated space on available bulletin boards on a reasonable basis upon which the Local may post non-political business notices and appropriate information which complies with the Employer's anti-harassment procedures and all other applicable laws. Such Bulletin Board(s) are to be located in a conspicuous place.

ARTICLE XIX
GENERAL PROVISIONS

Section 1. Authorized Representative Visits

Authorized representatives of Local 399 shall be permitted to visit the Department at reasonable times during the work day to talk with members of the Local and/or representatives of the Employer concerning matters covered by the Agreement, as long as (a) the Union representative has provided and received approval of the Department Head at least twenty-four (24) hours in advance of the visit, and (b) no employee shall stop working pursuant to this Section unless he/she has asked for and obtained permission from the Department Head. The Employer may end the visit in the event it interferes with the business operations.

Section 2. Examination of Records

A representative of Local 399 shall have the right to examine time sheets and other relevant business records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent. This Section will be construed in accordance with requirements of the Illinois State Labor Relations Act.

Section 3. Exposure to Diseases

The Employer agrees to provide for medically necessary inoculation or immunization shots for employees when such becomes medically required as a direct result of said employee's exposure to contagious diseases in the line of duty. The Parties agree that this benefit does not extend to inoculations for matters such, common colds, flu virus, shingles, etc.

Section 4. Defective Equipment

When an assigned department vehicle is found to have a disabling defect (including a violation of any applicable IDOT standards), the employee will notify his supervisor immediately, complete required reports, and follow the supervisor's direction relative to requesting repair and/or replacement of the said vehicle. The supervisor and the affected employee will meet to determine the appropriate resolution for the continued use or operation (if any) of the vehicle.

Section 5. Smoking

Smoking is prohibited in all public buildings as well as within fifteen (15) feet of any entrances. There also shall be no smoking in any vehicle owned, leased or rented by the Village or otherwise used in the performance of work by any covered employee.

Section 6. Secondary Employment

During the term of this Agreement, the covered employees will be subject to the provisions of the Village's Personnel Manual (including any revisions adopted with respect to this Policy) for purposes of Secondary Employment.

Section 7. Loss of Driving Privileges

(a) An employee who, as an essential function of the employee's job duties, operates a motorized vehicle and whose driving privileges have been suspended or revoked by the State is required to notify the Department Head immediately. The employee may be required to take time off without pay during the time the driving privileges are suspended.

(b) In the event the suspended driving privileges exceed thirty (30) calendar days but do not exceed ninety (90) calendar days, the employee may be discharged if the Department Head determines it is necessary to the operations and best interests of the Village (and provided the decision has been approved by the President or Village Board).

(c) If the suspended driving privileges exceed ninety (90) calendar days in length, this is considered just cause for discharge of the employee, in the absence of extraordinary reasons deemed acceptable to the Village President.

Section 8. Physical Fitness for Duty

(a) Every employee must maintain the standards of physical fitness required for performing the essential job functions of the position for which they were hired.

(b) A disabled employee is entitled to a reasonable accommodation to assist him in the performance of his essential job functions provided it does not present an undue hardship to the Employer.

(c) When a Department Head has a reasonable basis to believe that the physical safety of an employee (or another) is in jeopardy due to the employee's physical fitness, the Village may require the employee to submit to a medical examination by a physician (at the expense of the Village) to determine if the employee may safely perform his essential job functions and/or to determine if a reasonable accommodation is appropriate and medically necessary.

(d) Employees are expected to adhere to the directives of an examining physician who has provided medical directives to assist the employee in the safe performance of his essential job functions. Failure to do so may result in disciplinary action against the offending employee.

Section 9. Employment as a Part Time Firefighter

As in the past, all covered employees are required to maintain their status as an "on-call" firefighter as a condition of employment in the Department of Public Works. This provision shall be incorporated in accordance with the applicable governing Ordinance as historically applied by the Village. The loss of the status/position of a firefighter due solely to a temporary disability caused by a work related injury shall not be grounds for termination under this provision where the employee remains qualified to perform the essential job functions as a full time public works employee unless the employee remains unqualified to perform the essential job functions as a fire fighter either with or without a reasonable accommodation for more than six (6) months during any rolling twelve (12) month period.

Section 10. Cellular Telephone Use

The past practice which prevents employee from using a cellular telephones and/or texting devices during working time and/or while operating a Village vehicle will continue through the term of this Agreement. As in the past, employees will notify management in advance to determine if an exception may be appropriate and necessary for a family emergency situation; permission will not be unreasonably withheld in such situations provided the use also complies with all applicable safety and other laws relative to use or operation of such devices.

ARTICLE XX
MANAGEMENT RIGHTS

Section 1.

Except as limited by the terms of this Agreement the Village has and will continue to have the right to operate and manage its affairs in each and every aspect. The rights reserved to the sole discretion of the Village, subject to the provisions of this Agreement, shall include but not be limited to:

1. Plan, direct, control, and determine all functions, operations, standards and services;
2. Supervise, direct and evaluate employees;
3. Establish the qualifications for employment and employ employees;
4. Establish reasonable work rules, schedules, work assignments and to assign employees;
5. Hire, promote, transfer, schedule, and assign employees in positions and create, combine, modify, and eliminate positions within Public Works, however, prior to any elimination of positions within Public Works, the Village and the Union will meet and discuss alternatives;
6. Suspend, discharge, demote, and take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
7. Establish reasonable work and productivity standards and, from time to time, amend such standards;
8. Determine whether work and/or services are to be provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement;
9. Determine the number of hours of work and shifts per workweek and assign overtime;
10. Maintain efficiency of operations and services of Public Works;
11. Take whatever action is necessary to comply with State and Federal law;
12. Secure, change or eliminate methods, equipment, and facilities for the improvement of operation and to establish and implement a budget;
13. Determine the kinds and amounts of services to be performed as it pertains to operations, and the number and kind of positions and classifications to perform

such services, to include revision, combination, addition or elimination of job classifications; and,

14. Determine the methods, means, organization and personnel by which operations are to be conducted to include services and staffing requirements by program, unit, and division.

The Parties agree that any rule, policy, requirement and/or procedure shall be considered reasonable fourteen (14) calendar days after it is received by the Union, unless protested in writing prior thereto by the Union.

Nothing in this Section shall alter the Village's obligation to bargain with the Union over mandatory subjects of bargaining as provided for in the Illinois Labor Relations Act and relevant case law to the extent the issue cannot be waived by virtue of a management rights clause.

Section 2. Supervisors Performing Bargaining Unit Work.

The Village recognizes that it is undesirable for supervisors (as defined in the Illinois Public Labor Relations Act) to perform the work of the employees in the unit when such work deprives employees of work opportunities they normally perform. The Union recognizes, however, that there are circumstances when supervisors may perform the work of employees in the unit to assure an efficient, flexible and economical operation in the Village, such as where supervisors train or instruct employees, experimental or testing duties, snow plowing services, where there are emergencies or other unanticipated business needs or where scheduled employees fail to report to work because of absences, tardiness, personal reasons during the course of the day or other unforeseen circumstances.

Section 3. No Limitation on Work Assignment

The Parties agree that employees can be assigned to work any bargaining unit work for which they have the skill and ability to perform without regard to job title, job classification and/or pay rate.

Section 4. Subcontracting

It is the general policy of the Village to continue to utilize covered employee to perform work that they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary or in the best interests of the Village in the exercise of its best judgment and consistent with the Village's lawful authority under Illinois statutes.

Except in the event of an emergency or other unforeseen circumstances, before the Village changes its policy involving the overall subcontracting of work in a general area where such policy will result in a substantial loss of work to bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to discuss alternatives to the subcontracting decision and its effect on bargaining unit employees.

ARTICLE XXI
ALCOHOL AND DRUG TESTING POLICY – CDL COMPLIANCE REQUIRED

Section 1. Policy

It is the policy of the Village of Stickney that the public has a reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as an employer, has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as not to violate any established rights of the employees.

Section 2. Prohibition

Employees shall be prohibited from:

- A. Consuming or possessing alcohol or illegal drugs (unless in accordance with medical prescription, if applicable) at any time during the work day or anywhere on any Village premises or job site, including Village buildings, parking lots, properties and in vehicles.
- B. Selling, possessing, purchasing, consuming, or delivering any illegal drug (unless in accordance with medical prescription) during the workday or on the employer's premises. This prohibition also extends to off duty activities of the employees.
- C. Being under the influence of alcohol or illegal drugs or otherwise impaired during the course of the workday.
- D. Failure to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking to ensure that .

Section 3. Drug and Alcohol Testing Permitted

Where the village has reasonable suspicion to believe that an employee is or may be under the influence of alcohol or illegal drugs during the course of the workday or otherwise in violation of this Policy, the village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this policy. At least one supervisor must verify his reasonable suspicion concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 8 below or as otherwise required by law. The foregoing shall not limit the right of the village to conduct tests as it may deem appropriate for persons seeking employment as employees prior to their date of hire.

Section 4. Order to Submit to Testing

Testing shall not be delayed by reason of the employee's inability to consult with legal counsel.

Refusal to promptly submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have under this Policy.

Section 5. Tests to be Conducted

In conducting the testing authorized by this policy, the Village shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse;
- B. Insure that the laboratory or facility selected conforms to all NIDA Standards;
- C. Establish a chain of custody procedure for both the sample collected and testing that will insure the integrity of the identity of each sample and test results. No employee covered by this policy shall be permitted at any time to become part of such chain of custody;
- D. Collect a sufficient sample of same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- E. Collect samples in such a manner as to preserve the individual employee's rights to privacy, insure an appropriate degree of security for the sample and its freedom from adulteration. Employees shall not be witness by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- F. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- G. Provide the employee tested with an opportunity to have an additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expenses; provided the employee notifies the village within seventy-two (72) hours of receiving the results of the tests;
- H. The parties agree that should any information concerning such testing or results thereof be obtained by the village inconsistent with the understandings expressed herein (e.g.) billings for testing that reveal the nature or number of tests administered, the village will not use such information in any manner or form adverse to the employee's interest.
- I. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of 0.04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.
- J. Provide each employee tested with a copy of all information and reports received by the

determined that the employee's current use of alcohol or drugs prevents such individual from performing the essential job duties of an employee or whose continuance on active status would constitute a threat to the property and safety of others (or the employee). Employees shall be required to use accumulated paid leave concurrently with the start of any leave of absence or time off taken pursuant to this Policy..

The foregoing shall not limit or restrict the village's right to discipline up to and including discharge for other misconduct that occurs in connection with or related to a Policy violation.

In all other cases, an employee may be subject to immediate termination for a violation of the Policy as determined by the Employer based on all of the circumstances involved.

ARTICLE XXIII
SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the Parties shall meet promptly and attempt to negotiate with respect to substitute provisions rendered or declared unlawful, invalid or unenforceable. The Parties recognize that the provisions of this Agreement cannot supersede law.

ARTICLE XXIV
DURATION

Section 1. Term of Agreement

This Agreement shall be effective from May 1, 2012, and shall remain in full force and effect until April 30, 2014. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by Certified Mail by either party no earlier than ninety (90) days preceding expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 2. Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, 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 or part thereof for so long as it is mutually agreed to in writing between the parties.

PUBLIC WORKS/FIRE FIGHTER

<u>LEVEL</u>	<u>YEARS OF SERVICE</u>	<u>4/30/2011</u>	<u>INCREASE</u>	<u>5/1/2011</u>	<u>5/1/2012</u>
1A	NEW	15.00	0.38	15.38	15.84
1B	1ST A/V	16.25	0.41	16.66	17.16
1C	2ND A/V	18.00	0.45	18.45	19.00
2	5 TH A/V	24.20	0.61	24.81	25.55
3	10 TH A/V	25.80	0.65	26.45	27.24
4	15 TH A/V	27.25	0.68	27.93	28.77
5	20 TH A/V	28.70	0.72	29.42	30.30

* THIS INCLUDES ALL FIRE TRAINING INCREASES FOR TRAINING OBTAINED AND COMPLETED DURING FIRST TWO YEARS OF HIRE.