

**AGREEMENT**

**VILLAGE OF CARY  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 73**

**MAY 1, 2015 – APRIL 30, 2020**

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## AGREEMENT

This Agreement is made and entered into by and between the Village of Cary, Illinois (hereinafter referred to as the "Village") and the Service Employees International Union, Local 73, (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein. No individual agreements shall be made with employees covered by this Agreement which are contrary to the terms set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE 1

### RECOGNITION AND REPRESENTATION

**SECTION 1.1 - RECOGNITION** The Village recognizes the Union as the sole and exclusive bargaining representative for all regular, full-time employees of the Village, who hold the following positions: Chief Utility Operator, Engineering Technician, Maintenance and Utility Worker I, Maintenance and Utility Worker II, and Mechanic. The bargaining unit will not and does not represent any other part-time or full-time employee(s) of the Village of Cary.

**SECTION 1.2 - FAIR REPRESENTATION** The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify, defend and hold harmless the Village and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

**SECTION 1.3 - MANAGEMENT PERFORMING BARGAINING UNIT WORK** Management employees of the Village of Cary shall not perform bargaining unit work. Any violations of this provision will be subject to Article 6 of this Agreement.

## ARTICLE 2

### DUES CHECKOFF AND UNION RIGHTS

**SECTION 2.1 - DUES CHECKOFF** During the term of this Agreement the Village will deduct from each employee's paycheck a proportion of the uniform, regular monthly Union dues and assessments for each employee in the bargaining unit for whom a lawfully written authorization has been submitted to the Village. Such written authorizations may be revoked at any time by the employee upon thirty (30) days' advance notice to the Union and the Village. The actual dues amount deducted, as determined by the Union, shall be uniform for each

employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted. If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

**SECTION 2.2 - FAIR SHARE** Any present employee who is not a member of the Union shall be required to pay a fair share of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours of work and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees in the bargaining unit hired on or after the effective date of this Agreement and who have not made application for membership, on or after the thirtieth (30<sup>th</sup>) day of their hire, will also be required to pay a fair share as defined above. The Village shall, with respect to any employee on whose behalf the Village has not received a written authorization as provided for above, deduct from the wages of the employee the fair share financial obligation and shall forward said amount to the Union on the tenth (10<sup>th</sup>) day of the month in which the deduction is made, subject only to the following:

- (a) The Union has certified to the Village that the affected employee has been delinquent in his obligation for at least thirty (30) days;
- (b) The Union has certified to the Village that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that the employee has been advised by the Union of the manner in which the Union has calculated the fair share fee;

- (c) The Union has certified to the Village that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share; and
- (d) The Union and the Employer agree that the basis for dispute of an affected employee under this Article shall be governed by the Hudson decision and that nothing in this Article shall violate the terms therein.

**SECTION 2.3 - INDEMNIFICATION** The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions.

**SECTION 2.4 - USE OF UNION BULLETIN BOARDS** The Village will make available reasonable space on bulletin boards for the posting of official Union materials of a non-political, non-inflammatory nature. The Union shall obtain prior approval of the Public Works Director whose approval will not unreasonably be withheld. Only Union Stewards may tender Union material for posting.

**SECTION 2.5 - UNION BUSINESS** Employees may engage in Union business during non-working time (i.e., before or after scheduled hours of work, during the rest period or lunch period), but employees shall not engage in any union activity during non-working hours which interrupts or interferes with the performance of other employees' work. If a grievance meeting is scheduled by the Village during the regularly scheduled hours of work of an employee whose

attendance at such meeting is necessary, the employee shall be released from work without loss of pay. The absence will not unreasonably impact the employee's work or the work of others.

**SECTION 2.6 UNION ORIENTATION** The Village shall allow up to fifteen (15) minutes for the Union to provide information regarding the Union to new employees. This orientation shall occur within thirty (30) calendar days of the new employees' hire date. This orientation shall be scheduled by the Union Steward with the Director of Public Works and shall not unduly disrupt the Village's operations. The Village shall notify the Union of new hires within fifteen (15) calendar days of hiring unless it is impractical to do so. This provision shall not be subject to the parties' grievance procedure.

### **ARTICLE 3**

#### **NON-DISCRIMINATION**

In accordance with applicable law and the terms of this collective bargaining agreement, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, disability, Union membership or activity. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the arbitration step of the grievance procedure set forth in this Agreement.

### **ARTICLE 4**

#### **LABOR-MANAGEMENT COMMITTEE**

At the request of either party, the Chief Steward and/or Union Representative and the Director of Public Works, or designee, will meet quarterly to discuss matters of mutual concern. The Chief Steward and/or Union Representative may invite other Union bargaining unit members

and/or non-employee representatives of the Union to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three (3) days, but preferably five (5) days, prior to the date of the meeting. If a meeting is scheduled during a bargaining unit member's regularly scheduled hours of work, the employee(s) shall be released from work to attend such meeting without loss of pay and shall not incur overtime.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

Except as specifically modified by other articles of this Agreement, the Union recognizes the exclusive right of the Village to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services 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 work and productivity standards and, from time to time, to change those standards; to assign overtime; to transfer employees; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to maintain discipline, order and efficiency; to make, alter and enforce reasonable rules, regulations, orders and policies (provided that only rules, regulations, orders and policies that are mandatory subjects of bargaining shall be subject to Article 6, Grievance Procedure); to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the

exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

**SECTION 6.1 - DEFINITION** A “grievance” is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation of a provision of this Agreement.

**SECTION 6.2 – PROCEDURE** The parties acknowledge that it is usually most desirable for an employee and an immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

**STEP 1:** Any employee who has a grievance shall submit the grievance by hand in writing to the employee’s immediate supervisor, as designated by the Village, specifically indicating that the matter is a grievance under this Agreement. If the employee’s immediate supervisor is the Director of Public Works, then the grievance shall be filed with the Director of Public Works, and this step shall be in lieu of Step 2 of this grievance procedure. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than five working days (Excluding Saturday, Sunday and Holidays), as defined herein from the date of the first occurrence of the matter giving rise to the grievance or within five working days (Excluding Saturday, Sunday and Holidays), after the employee, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a

written response to the grievant within five (5) working days (Excluding Saturday, Sunday and Holidays) after the grievance is presented by hand, to the immediate supervisor.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Director of Public Works within five (5) working days (Excluding Saturday, Sunday and Holidays, as defined herein), after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Director of Public Works, or designee, shall provide a written answer to the grievant within five (5) working days, (Excluding Saturday, Sunday and Holidays, as defined herein), after the grievance is appealed to Step 2.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Village Administrator within five (5) working days (Excluding Saturday, Sunday and Holidays, as defined herein), after receipt of the Village's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Village Administrator, or designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) working days (Excluding Saturday, Sunday and Holidays, as defined herein), with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Village Administrator, or designee, shall provide a

written answer to the grievant and the Union within five (5) working days (Excluding Saturday, Sunday and Holidays, as defined herein), following their meeting.

**SECTION 6.3 - ARBITRATION** If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within thirty (30) calendar days of receipt of the Village's written answer as provided to the Union at Step 3:

- (a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Each party also retains the right to request that the panel(s) submitted for any given case be limited to members of the Federal Mediation and Conciliation Service in the State of Illinois, Wisconsin or Indiana. Both the Village and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, with parties striking alternately thereafter. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

- (d) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (e) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**SECTION 6.4 - LIMITATIONS ON AUTHORITY OF ARBITRATOR** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement, nor to render any decision or award based upon evidence extrinsic to this Agreement, such as the “law of the shop”. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Third Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised or to award monetary relief in any form for any period of time earlier than seven (7) days from the date on which the written grievance was submitted at Step 1. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies, other than the Village of Cary, that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding on the Grievant, the Union, and the Village.

**SECTION 6.5 - TIME LIMIT FOR FILING** No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) working days (Excluding Saturday, Sunday, and Holidays) from the date of the first occurrence of the matter giving rise to the grievance or within five (5) working days (Excluding Saturday, Sunday, and Holidays) from the date after

the employee, through the use of reasonable diligences, should have obtained knowledge of the first occurrence of the event giving rise to the grievance. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. It is understood that the Village's failure to respond within the time frame specified herein, will automatically result in the grievance moving to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

**SECTION 6.6 - MISCELLANEOUS** No member of the bargaining unit who is temporarily serving in a non-bargaining unit position shall have any authority to formally respond on behalf of the Village to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

**SECTION 6.7 - NO REPRISALS** No reprisals shall be taken by the Village against any employee because of his participation in the foregoing grievance procedure. Similarly, no reprisals shall be taken by the Union against any Village official or supervisor because of their participation in the foregoing grievance procedure.

## ARTICLE 7

### NO STRIKE-NO LOCKOUT

**SECTION 7.1 - NO STRIKE** Neither the Union, nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, slowdown, sitdown, sympathy strike or any other concerted stoppage of work or interference with Village operations, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**SECTION 7.2 - NO LOCKOUT** The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

**SECTION 7.3 - PENALTY** The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 7.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

**SECTION 7.4 - JUDICIAL RESTRAINT** The Village shall not be obligated to exhaust the contractual grievance procedure before instituting court action seeking to enforce the provisions of this Article.

## **ARTICLE 8**

### **WAGES**

**SECTION 8.1 – WAGE SCHEDULE** Wage Schedules are attached as Attachment “A”.

**SECTION 8.2 – PERFORMANCE STIPEND SCHEDULE** The Performance Stipend Schedule is attached as Attachment “B”. This schedule will be in effect beginning May 1, 2016.

## **ARTICLE 9**

### **SENIORITY, LAYOFF AND RECALL**

**SECTION 9.1 - DEFINITION OF SENIORITY** Benefit seniority shall be defined as the length of time from the last date of beginning continuous full-time employment in a position covered by this Agreement, less adjustments for layoff or leaves of absence without pay (excluding military leave). Classification seniority shall be based on the length of time from the last date of beginning continuous full-time employment in the employee’s work classification, less adjustments for layoff or leaves of absence without pay (excluding military leaves).

**SECTION 9.2 - PROBATIONARY PERIOD** All new employees and those hired after loss of seniority shall be considered probationary employees in their classification until they complete a probationary period of six (6) months of actual work, and receive a positive evaluation which must be received by the employee within thirty (30) days of the end of the probationary period. This probationary period may be extended unilaterally by the Employer for an additional six (6) months where a demonstrated sound business reasons exists for such an extension and the employee is notified of such extension prior to the extended period's probation commencement. During an employee’s probationary period, the employee may be suspended, laid off, or terminated at the sole discretion of the Director of Public Works. No grievance shall be presented or entertained in connection with a suspension, layoff or termination of a probationary employee. There shall be no seniority among probationary employees. Upon

successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

**SECTION 9.3 - SENIORITY LIST** Attachment "C" provides a seniority schedule by position classification for all of the employees currently covered by this Agreement. On or before January 1st each year, the Village will provide the Union and all stewards with an updated seniority list setting forth each employee's seniority dates as referred to in Section 9.1. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Director of Public Works in writing within thirty (30) calendar days after the Union's and all steward's receipt of the list. When two (2) or more employees have the same seniority date, their seniority positions shall be determined by the date and time of their original applications for the job, or by a coin toss if the date cannot be determined.

**SECTION 9.4 - LAYOFF** If the Village in its sole discretion determines that layoffs are necessary, employees will be laid off from the affected classification based on a consideration of their classification seniority and ability to perform the remaining work available; provided that before any employee is laid off, any newly hired probationary employees shall be laid off first. Absent emergency, no layoff will occur without at least twenty-one (21) calendar days' notification to the Union. The Village agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

**SECTION 9.5 - RECALL** Employees who are laid off shall be placed on the recall list for a period of eighteen (18) months or the length of time the employee has been employed by the Village in a position covered by this Agreement, whichever is less. If there is a recall in the employee's classification, employees on the recall list in said classification shall be recalled in the inverse order of their layoff, provided they are currently qualified to perform the work in

said classification without additional training. A recalled employee will retain seniority rights through the date of the layoff. If there is an existing vacancy in a classification covered by this Agreement which the Village is seeking to fill and there are no employees in said classification on the recall list, employees in other classifications who are still on the recall list shall have preference over new hires for such vacancy if it is determined that they have the necessary skills, abilities and qualifications for such vacancy without additional training. If two or more employees on the recall list apply for the same vacancy, seniority shall govern if they are determined to have the current ability and basic qualifications to perform work in the position in question.

#### **SECTION 9.6 -EFFECT OF CONSOLIDATION OR ELIMINATION OF CLASSIFICATIONS**

If employees are displaced by the elimination of classifications, the consolidation of classifications (combining the duties of two or more classifications and/or parts of two or more classifications), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, they shall have the right to transfer to any existing vacancy which the Village is seeking to fill if it is determined that they have the necessary skills, abilities and qualifications for such vacancy. If there are no such vacancies, the employee shall be laid off in accordance with the provisions of Section 4 above and shall have the right to recall in accordance with the provisions of Section 5 above. If two or more employees are displaced at the same time and are deemed qualified for transfer to the same vacancy which the Village is seeking to fill, their classification seniority shall govern if they are determined to have relatively equal ability and basic qualifications to perform the work in the position in question.

**SECTION 9.7 - SENIORITY OF PERSONS TRANSFERRED OUT OF AND BACK TO THE BARGAINING UNIT** Employees who are promoted by the Village to positions excluded from the bargaining unit and who are later transferred back to the bargaining unit by the Village

shall have a seniority date computed on the basis of the period of time previously served in position(s) included in the bargaining unit.

**SECTION 9.8 - TERMINATION OF SENIORITY** Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) Quits;
- (b) Is discharged for just cause;
- (c) Retires or is retired;
- (d) Falsifies the reason for a leave of absence;
- (e) Is laid off and fails to notify the Village of his intent to return to work within three days after receiving notification of recall or fails to report to work within 14 calendar days after receiving notification of recall by Certified Mail;
- (f) Is laid off for a period in excess of eighteen (18) months or the length of time the employee has been employed by the Village in a position covered by this Agreement, whichever is less;
- (g) Does not perform work for the Village (except for military service or an established work related injury compensable under workers' compensation) for a period in excess of eighteen (18) months or the length of time the employee has been employed by the Village in a position covered by this Agreement, whichever is less; or
- (h) Is absent for three (3) consecutive working days without notifying the Village unless the employee is able to demonstrate to the satisfaction of the Director of Public Works that the failure to notify the Village was due to extraordinary circumstances totally beyond the employee's control; or
- (i) Engaged in gainful employment for someone other than the Village while on leave of absence, without the written permission of the Director of Public Works.

**SECTION 9.9 - NOTICES** All notices required to be mailed by certified mail to the Village Administrator, Village of Cary, Illinois, or to the employee, at the employee's last known address according to the Village's most recent records.

## **ARTICLE 10**

### **LEAVES OF ABSENCE**

**SECTION 10.1 - JURY LEAVE** Any employee who is subpoenaed or otherwise required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work, up to a maximum of fifteen (15) working days. The employee shall submit a certificate evidencing that he/she appeared and served as a juror and shall remit to the Village any witness fees and expenses in order to receive pay for such jury service, provided that the employee shall be reimbursed any money received to cover travel, meal, and/or lodging expenses.

**SECTION 10.2 - MILITARY LEAVE** Employees inducted into active military service shall, upon application, be granted leave of absence for the period of service if required by law, and shall be reinstated without loss of seniority or other benefits as required by law, provided they return to Village service within 90 days after release from military service. If a member of a reserve or National Guard unit is mobilized by Presidential or Gubernatorial order, leave of absence and reinstatement shall be governed by this section.

**SECTION 10.3 - SPECIAL LEAVES WITHOUT PAY** An employee may, upon written request to the Director of Public Works and approved by the Village Administrator, be granted at the Village's sole discretion a leave of absence under such terms and conditions as the Village solely may establish.

**SECTION 10.4 - NON-EMPLOYMENT ELSEWHERE** A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment and any employee who engages in such employment elsewhere (including self-employment) while on any leave of absence as provided above may be immediately terminated by the Village.

**SECTION 10.5 – BEREAVEMENT LEAVE** In the event of a death in the immediate family an employee shall be granted three (3) days off with pay as bereavement leave. In the event of a death in the extended family, an employee shall be granted one (1) day off work with pay as bereavement.

**Immediate and Extended Family are defined, as follows:**

**Immediate Family:** Spouse or legally recognized Partner (partner), Children (step, adopted, foster, and/or biological, including those lost to miscarriage), Parents of employee, Step-parents of employee, Parents of spouse or partner, Brother or Sister, Step-Brother or Step-Sister and grandchildren.

**Extended Family:** Grandparents of employee and spouse, son and/or daughter-in-law, brother or sister of spouse and Step-Parents of spouse or partner.

## **ARTICLE 11**

### **SICK TIME**

**SECTION 11.1 – PURPOSE** Sick time with pay is provided for full-time employees as a benefit in recognition that such employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor or acting pursuant to reasonable instructions for care. With the approval of the Director of Public Works or designee, employees may

reasonably use sick time for emergency medical appointments. These appointments are expected to be scheduled within two (2) hours of the beginning or end of the work day.

**SECTION 11.2 - PROBATIONARY PERSONNEL** Full-time employees, who are in their probationary period, shall be eligible to use sick time after completion of three months of service. In no instance shall a probationary employee be allowed to use more than three days of sick time during their initial six months probationary period. Thereafter, as sick days are properly utilized, the employee's sick leave account shall be reduced accordingly.

**SECTION 11.3 - ALLOWANCE** Sick time may only be used for non-service connected sickness, illness or disability.

**SECTION 11.4 - HOURS EARNED IN ACCUMULATION** Full-time employees shall earn eight (8) hours of sick time for each calendar month of service. Sick time shall be earned by a full-time employee for any calendar month in which the employee is compensated for more than eighty (80) hours of work. As sick time is properly utilized, the employee's sick time account shall be reduced accordingly.

**SECTION 11.5 – NOTIFICATION** Notification of absence due to sickness shall be given to an immediate supervisor as soon as possible on the first day of such absence and every day thereafter (unless this requirement is modified or waived by the Director of Public Works), but no later than one-half (1/2) hour 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 considered as absence without pay and may subject the employee to discipline, as well. Employees not calling in within the one-half (1/2) hour time frame will be counted as tardy for the day.

**SECTION 11.6 - MEDICAL EXAMINATION** The Village may, for an employee absence for more than two (2) days due to sickness or where the Village has good reason to suspect abuse, require a written certification from a physician indicating the nature of the illness which

complies with HIPPA requirements and contains a statement that the employee has been examined and is physically able to return to work.

**SECTION 11.7 - ABUSE OF SICK TIME** Abuse of sick time is a serious matter which may subject an employee to discipline. The Village may take reasonable steps to determine whether the employee is actually sick. An employee who has three (3) sick use occurrences within a calendar year will be regularly monitored and will need to contact the Director of Public Works for any future absences from work. Any employee that is requested to provide a proof of illness and does not provide the note upon return to work will have the time considered as a non-authorized absence and is subject to discipline.

**SECTION 11.8 - SICK TIME UTILIZATION** Sick time shall be used in no less than one (1) hour increments.

**SECTION 11.9 - SICK TIME AND INSURANCE COMPENSATION** An employee shall not receive sick time pay and insurance compensation for taking the same day off. Insurance compensation, where it is applicable, will only be paid at such time as an employee sick leave account has been fully exhausted.

**SECTION 11.10 - EXCHANGE OF UNUSED SICK TIME AND SICK TIME ACCUMULATION** Upon the accumulation of 384 hours of sick time, an employee is eligible to exchange sick time. On or near November 15 of each year, the Village will provide employees with above 384 hours of sick time a form to use to elect to exchange sick time. The submitted form will be due for submittal to the Village on November 30 of each year. An employee may exchange sick time in increments of eight (8) hours, to a maximum of 48 hours at the employee's regular pay rate at the date of the request. The Village will pay this amount within the next two pay periods. All prior sick bank accounts will be combined and will be eligible for this program on the effective date of this agreement.

## ARTICLE 12

### HOURS OF WORK AND OVERTIME

**SECTION 12.1 - APPLICATION OF ARTICLE** This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per year.

**SECTION 12.2 - NORMAL WORKDAY** Except as otherwise described below, the normal workday for employees shall be eight (8) hours, excluding a thirty (30) minute unpaid lunch period and a break period as described below in Section 12.3. Any requested call back pay taking place within fifteen (15) minutes of an employee's call back time shall be considered contiguous with the normal workday. Employees are not permitted to clock in greater than fifteen (15) minutes prior to the required start of their normal workday.

**SECTION 12.3 - NORMAL SHIFT STARTING TIMES** Unless the Director of Public Works reasonably determines otherwise in an effort to provide public service, the normal shift starting times and periods shall be assigned as follows: 7:00 a.m. to 3:30 p.m. (one paid 15 minute break period is provided immediately preceding or following the lunch period).

**SECTION 12.4 – CHANGES IN NORMAL WORKDAY OR NORMAL WORKWEEK** Should it be necessary in the Village's judgment to establish regular schedules departing from the normal work day or the normal work week listed above in Section 12.3, or to change the shift schedule of an employee or employees, the Village will give, absent emergency circumstances, at least twenty-four (24) hours advance notice of such change to all employees affected by such change and will provide the Union at least seven (7) days advance notice if less than eight (8) employees are affected and at least fourteen (14) days' notice if eight (8) or more employees are affected. The provisions of this Section 12.4 shall not apply to temporary changes caused by an unexpected event or emergency during which advance notice need not be given to any person or party.

**SECTION 12.5 - OVERTIME PAY** The Employer may make overtime assignments, and employees may not refuse such assignments, except in an emergency beyond the control of the employee. An employee shall be paid one and one-half times the regular straight-time hourly rate of pay for all hours worked in excess of 40 hours in the employee's normal workweek. "Hours worked" shall include hours paid but not worked for vacations, holidays, funeral leave and jury leave, but shall not include sick leave.

**SECTION 12.6 – COMPENSATORY TIME** At the employee's option, the employee may elect to receive compensatory time at the appropriate rate, in lieu of paid overtime. The following is understood regarding the compensatory time program:

- (a) Employees may accrue a maximum of eighty (80) hours of compensatory time. The compensatory time bank for each employee is replenishable.
- (b) The use of compensatory time by an employee cannot cause the Village to pay out overtime to any other Village employee, as determined by the Director of Public Works.
- (c) Employees must schedule the use of compensatory time off with five (5) days' notice and approval of the Director of Public Works or designee.
- (d) It is understood that employee's shall be paid for overtime worked, unless the employee's specifically requests, in writing, that said overtime shall become part of employee's compensatory time balance.
- (e) The Director of Public Works, or designee, shall have final approval regarding appropriate time for employees to utilize their accrued compensatory time. Compensatory time will not be restricted by calendar month.
- (f) Compensatory time shall be earned in full hour increments, and no fractions of an hour shall be submitted for compensatory time accrual. Any fractions of an hour of overtime shall be paid out as overtime and not applied to compensatory time.

(g) Compensatory time may be cashed out in whole or in part at any time. The Village will process a compensatory time pay-out request within two (2) payroll periods.

**SECTION 12.7 - DISTRIBUTION OF OVERTIME OPPORTUNITIES** Opportunity to work overtime will be distributed as equally as possible among employees in the same job classification provided the employees are qualified to perform the specific overtime work required. Offered Overtime not worked will be considered as worked for the purpose of determining eligibility for overtime. The Village shall not be required to break in on work in progress or change an employee shift in assigning overtime. If an employee establishes that overtime opportunities to which the employee was entitled have not been provided, such employee shall have reasonable preference to future overtime work until a reasonable balance of overtime opportunities is recreated.

**SECTION 12.8 – CALL BACK PAY** An employee who is called back to work outside his normal hours of work (i.e., hours not contiguous to his normal shift, as outlined in section 12.2), shall receive a minimum of two (2) hours pay at the applicable straight-time or overtime rate. An employee called in before his normal shift shall receive the minimum guarantee of two hours pay at the applicable rate. Call-backs that occur while an employee is “on premises,” fifteen (15) minutes before or after the employee’s shift, shall be considered contiguous with the employee’s normal shift. Employees shall have the choice of electing paid time or compensatory time for their call back pay compensation.

**SECTION 12.9 – ON-CALL DUTY** Employees may be required to carry Village of Cary cellular phones during off-duty time, provided that the Village pays the entire cost of the purchase of such cellular phones. Employees who are on-call shall be expected to report to work ready, willing and able to perform their assigned work duties within thirty (30) minutes of notification. If an employee who is on-call is unfit for duty, the employee shall not receive compensation for on-call duty in the manner set forth herein below and may also be subject to

disciplinary action. Employees shall be compensated for on-call duty using one of the following methods as selected by the employee:

<b>On-Call Type</b>	<b>Method 1</b>	<b>Method 2</b>
<b>Sunday Shift/Mid-Week Holiday</b>	Compensatory time equal to one (1) hour	One (1) hour of paid overtime
<b>Saturday Shift (Friday evening &amp; Saturday)</b>	Compensatory time equal to two (2) hours	Two (2) hours of paid overtime
<b>2-day Weekend (including Friday evening)</b>	Compensatory time equal to four (4) hours	Four (4) hours of paid overtime
<b>3 or 4 day Holiday Weekend</b>	Compensatory time equal to eight (8) hours	Eight (8) hours of paid overtime

**SECTION 12.10 - NO PYRAMIDING** Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

## **ARTICLE 13**

### **HOLIDAYS AND PERSONAL DAYS**

**SECTION 13.1 - DESIGNATION OF HOLIDAYS** The following days shall be considered paid holidays during the term of this Agreement:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
July 4	Christmas Day
Veteran's Day	

Each of the foregoing holidays shall be the twenty-four (24) hour period observed by the Village as the holiday.

**SECTION 13.2 - ELIGIBILITY REQUIREMENTS** In order to be eligible for holiday pay, an employee must work the day before and the day after the holiday unless proof of sickness or excusable absence is established to the satisfaction of the Director of Public Works.

**SECTION 13.3 - PAY FOR HOLIDAY WORK** The Director of Public Works may schedule an alternative day off for an employee scheduled to work a recognized Village holiday. The employee will be notified in advance of the scheduled holiday within a reasonable time.

**SECTION 13.4 - PERSONAL DAYS** Eligible employees shall annually receive twenty-four (24) hours of personal time off with pay each calendar year. New employees shall receive personal time off on a pro-rated basis for the first year of employment based upon their date of hire. These hours are lost if not taken within the calendar year, and may not be exchanged for monetary payment. The approval of the Director of Public Works or designee must be obtained before an employee takes a personal time-off. Personal time shall be taken in four (4) hour increments consistent with the Employee Handbook, or at the discretion of the Director of Public Works.

## **ARTICLE 14**

### **VACATIONS**

**SECTION 14.1 - ELIGIBILITY** Every full-time employee shall be eligible for paid vacation time in the calendar year following the year earned, except that after the completion of their probationary period with the Village an employee who has worked six (6) months of continuous service may take up to .833 days of vacation leave per completed month of service prior to January 1. However, a new employee may be advanced up to five (5) days of vacation after six (6) months of continuous service with the approval of the Director of Public Works, which time shall be deducted from the employee's next year of accrued vacation allowance. Vacation allowance shall be earned annually, based on the following schedule:

Completed Full Calendar Years of Service	Working Days of Vacation Per Year
Less than 1 year	See above
1 year to 5 years	10 working days/year
6 years to 12 years	15 working days/year
13 years to 14 years	20 working days/year
15 years and beyond	21 working days/year plus one additional day per year thereafter to a total of 25 days

**SECTION 14.2 - VACATION PAY** Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

**SECTION 14.3 - VACATION SCHEDULING** Vacations shall be scheduled insofar as practicable at times desired by each employee, consistent with the overriding need of the Village to provide public services, with the determination being made on the basis of the employee's length of continuous service if more employees in the same classification desire the same vacation slot than can be permitted to be on vacation at the same time. It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time, including the maximum number of employee(s) in any classification is exclusively reserved by the Village in order to ensure the orderly performance of the services provided by the Village, provided that the Village shall not arbitrarily limit the number of employees who may be on vacation at any one time. The vacation schedule shall be posted by December 1 for the following calendar year. After February 1, no employee may be bumped by a more senior employee from a vacation pick made before February 1. Vacations shall not be taken in increments of less than one (1) day, unless otherwise approved in writing by the Director of Public Works. Vacation days must be

scheduled at least five (5) working days in advance unless the Director of Public Works specifically approves the scheduling of vacation day(s) with less notice. Employees with four (4) weeks or more of accrued vacation time will take at least one-half of the time in five (5) day increments.

**SECTION 14.4 - LIMITATIONS ON ACCUMULATION OF VACATION TIME** Employees may not accrue more than 240 hours of vacation time. Time accrued above 240 hours will be surrendered without compensation. Exceptions to this rule can only be granted by written approval of the Village Administrator.

## **ARTICLE 15**

### **INSURANCE**

**SECTION 15.1 - COVERAGE** The Village shall make available to non-retired employees substantially similar group health and hospitalization insurance and life insurance coverage and benefits as existed prior to the signing of this Agreement. Further, the Village shall, to the extent required by law, make available to retired employees the ability to participate in its group insurance program for individual and dependent coverage, with premiums to be paid by the retired employee prior to receipt of such coverage. Arrangements for reimbursement of premiums to the Village should be made with the Village insurance administrator. The Village reserves the right to change insurance carriers, deductibles or co-pay levels, to self-insure, or to participate in a health maintenance organization as it deems appropriate, so long as such insurance covers the same or similar risks as those which pre-dated this Agreement. Prior to making any change(s) in insurance carriers, deductibles or co-pay levels, to self-insure or to participate in a health maintenance organization, the Village will meet with the Union each year and provide the Union with information on contemplated changes to the current health and hospitalization insurance or dental insurance, to the extent known. Discussion will be held with the Union prior to implementation of changes.

**SECTION 15.2 – COST**

	<b>PPO/DENTAL/VISION</b>	<b>HMO/DENTAL/VISION</b>
5/1/15 – 4/30/16	21%	13%
5/1/16 – 4/30/17	22%	13%
5/1/17 – 4/30/18	23%	13%
5/1/18 -4/30/19	24%	13%
5/1/19 – 4/30/20	25%	13%

**SECTION 15.3 - COST CONTAINMENT** The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially the same.

**SECTION 15.4 - RIGHT TO MAINTAIN COVERAGE WHILE ON UNPAID LEAVE OR ON LAYOFF** An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

**SECTION 15.5 - VILLAGE RIGHT TO RE-OPEN NEGOTIATIONS ON INSURANCE** The Village may, at its option, reopen negotiations over the issue of insurance should the federal government impose a new insurance plan, program or benefits upon the Village.

**SECTION 15.6 - LIFE INSURANCE** The Village shall provide, at no cost to all full-time employees, life insurance coverage equal to \$50,000 or one year's base pay, whichever is greater. In addition, the Village shall allow employees to purchase additional life insurance at their own cost to the extent permitted by the Village's life insurance carrier.

**ARTICLE 16**

**CDL REIMBURSEMENT**

**SECTION 16.1 – CDL REIMBURSEMENT** The Village agrees to reimburse employees up to \$100 for the cost of renewing a commercial driver's license with air brake endorsement.

## ARTICLE 17

### UNIFORMS

**SECTION 17.1 – UNIFORMS WITHOUT VILLAGE LOGO AND SAFETY SHOES** The Village will provide an annual uniform stipend in the amount of \$500.00 to be used towards the purchase of work pants (or jeans) and steel-toe reinforced safety shoes. Each annual payment shall be payable with the first pay period of each fiscal year. New employees will receive a \$250.00 uniform stipend upon successful completion of the probationary period. Employees will be responsible for all cleaning, repair and replacement of work pants/jeans and safety shoes during non-working hours. Employees will also adhere to appearance standards set by the Department. Employees are to wear uniforms that are neat, presentable and clean. The uniform replacements purchased and maintained by the employees shall be acceptable to the Director of Public Works. Any employee who fails to comply with these standards will be subject to disciplinary action. Steel-toe safety shoes are a requirement on the job and no other foot-related safety equipment will be allowed unless it meets the STM F2416-05 standard or is approved by the Director of Public Works, or designee.

**SECTION 17.2 -UNIFORMS WITH VILLAGE LOGO** The Village will provide employees with high visibility t-shirts with Village logos and replacements as required based upon condition. Additionally, employees will receive other safety gear, shirts, jackets, and coveralls with Village logos as required. All employees who are provided with uniforms are required to wear those uniforms and report to work with the uniforms neat and clean. The Village reserves the right to determine the appropriate attire, in addition to the uniforms, for bargaining unit employees as well as when that attire should be worn. Employees will be responsible for all cleaning of uniforms provided by the Village. Employees will also adhere to appearance standards set by the Department. Employees are to wear uniforms that are neat, presentable and clean at all times. Uniforms with Village logos will be purchased from a vendor designated

by the Department and all logos or emblems will be affixed by a Department approved vendor in order to maintain consistency of employee uniforms.

## **ARTICLE 18**

### **MISCELLANEOUS**

**SECTION 18.1 - PHYSICAL EXAMINATIONS** If the Village requires that an employee be examined by an appropriate medical professional selected by the Village in order to determine an employee's fitness for duty or fitness to return to duty, the Village shall pay for the cost of said examination. Sick leave verification statements prepared by the employee's own physician are not covered by this provision. If the employee disagrees with the Village physician's conclusion concerning the employee's fitness for duty, the employee at his expense may seek a second opinion. If the employee's selected physician concludes differently than the Village's physician, then the opinion of a third physician mutually agreed upon by the first two shall be consulted, with the costs of such physician paid by the Village. The opinion of the Village's physician shall control unless overridden by the opinion of the third physician.

**SECTION 18.2 - PRECEDENCE OF AGREEMENT** If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Village ordinance or policy which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

**SECTION 18.3. AMENDMENTS TO AGREEMENT** This Agreement shall be subject to amendment or modification during the term of the Agreement only through the express, written, mutual consent of the parties. Any such modification or supplement shall be reduced to writing and signed by the duly authorized representatives for the parties.

**SECTION 18.4 - PERSONAL CELL PHONES** The use of personal cell phones during the workday is strictly prohibited, unless warranted by an emergency or during scheduled breaks. An emergency includes a health concern related to any member of the employee's family.

**SECTION 18.5 - NO SOLICITATION** The Union agrees that its officers, affiliated organizations, members of the bargaining unit, or any persons or representatives, including professional fundraisers who are acting on behalf of the Union, its officers, affiliated organizations or members of the bargaining unit will not solicit merchants, businesses, residents or citizens located within the Village of Cary for contributions, donations or to purchase advertising in any publication or associate membership in the Union or any Union-related organization.

**SECTION 18.6 - FAMILY AND MEDICAL LEAVE ACT** The parties agree that the Village may, notwithstanding any other provisions of this Agreement, adopt policies to implement the Family and Medical Leave Act that are in accord with what is legally permissible under the Act.

**SECTION 18.7 - AMERICANS WITH DISABILITIES ACT** The parties agree that the Village may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible in order to be in compliance with the Americans With Disabilities Act.

**SECTION 18.8 - PERSONAL PROTECTIVE EQUIPMENT** All municipal employees are trained in the operation of equipment and the importance of safety equipment and work zones. At any time, if an employee is found to be working without the correct Personal Protective Equipment, the employee will be subject to disciplinary action.

**SECTION 18.9 - INTERNAL ACCIDENTS** All internal accidents will be investigated by the Director of Public Works. If an accident is found to be the fault of the employee, the Director of Public Works will determine if any necessary disciplinary action is required.

**SECTION 18.10 - SUBCONTRACTING** It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. The Village will not contract out any of those customarily provided services that will result in a layoff of bargaining unit employees. However, the Village may consider such contracting out in order to improve efficiency, reduce costs, or respond to work load changes. In such an event, absent emergency, the Village will provide the Union with thirty (30) days written notice of such contemplated contracting out and negotiate with the Union prior to any final implementation that would lead to a layoff of bargaining unit members, although the Village may implement its decision on a temporary basis until such time as the parties reach a final, mutual agreement.

## **ARTICLE 19**

### **EMPLOYEE WELLNESS AND FITNESS**

**SECTION 19.1 - PHYSICAL FITNESS REQUIREMENTS.** In order to maintain and improve efficiency in the various departments covered by this Agreement, to protect the public and to reduce insurance costs and risks, the Village may establish a reasonable physical fitness program, which shall include individualized goals. While employees may be required to participate in any such program, no employee will be disciplined for failure to meet any goals that may be established as long as the employee makes a good faith effort to meet any such goals. Before any such program plan is implemented, the Village shall review and discuss the program at a meeting of the Labor Management Committee.

**SECTION 19.2 - NO SMOKING** Employees shall confine any smoking to areas reasonably designated by the Village. As consistent with Village policy, there will be no smoking in any Village vehicle by any employee.

**SECTION 19.3 - SEAT BELT USAGE** As consistent with Village policy, employees will wear seat belts at all times while riding in Village vehicles.

## ARTICLE 20

### EMPLOYEE DRUG AND ALCOHOL TESTING

**SECTION 20.1 - STATEMENT OF POLICY** It is the policy of the Village of Cary that the public has the absolute right to expect persons employed by the Village will be free from the effects of drugs and alcohol, and will comply with all federal drug and/or alcohol requirements. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees. Employees are expected to comply with the terms of the Village's Driver Drug and Alcohol Policy as it may be amended by the Village from time to time, except that if there is a conflict between such Policy and the terms of this Article, then the provisions of this Article shall control.

**SECTION 20.2- PROHIBITIONS** Employees shall be prohibited from:

- (a) Consuming alcohol at any time during or just prior to the beginning of the workday or consuming or possessing alcohol anywhere on any Village premises or job sites, including but not limited to, Village buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business.
- (b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place.
- (c) Failing to report to the employee's supervisor any known adverse side effects of medical or prescription drugs which the employee may be taking.
- (d) Refusing to comply with all federal requirements pertaining to drug and/or alcohol use or testing which may be applicable to the employee.

**SECTION 20.3 - DRUG AND ALCOHOL TESTING PERMITTED** Where required by applicable federal law, or where the Village has reasonable suspicion to believe that: (a) an employee is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used illegal drugs, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Village may also require an employee to randomly submit to alcohol or drug testing where Department of Transportation regulations require such testing. The foregoing shall not limit the right of the Village to conduct any tests it may deem appropriate for persons seeking employment as Village employees prior to their date of hire, or upon promotion to another position within the Village not covered by this Agreement.

**SECTION 20.4 - ORDER TO SUBMIT TO TESTING** Within twenty-four (24) hours of the time the employee is ordered to testing authorized by this Agreement, the Village shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test will subject the employee to discipline, but taking of the test shall not be construed as a waiver of any objection or rights possessed.

**SECTION 20.5 - TESTS TO BE CONDUCTED** In conducting the testing authorized by this Agreement, the Village shall:

- (a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing.
- (b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- (c) Collect a sufficient sample of the 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 required by the employee.

- (d) Collect samples in such a manner as to preserve the employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed 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 suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
- (e) Confirm any sample that tests positive in initial screening for drugs by testing and the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense; provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the test.
- (g) Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the 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 interests.
- (h) 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 .020 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive. (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results between below .020 demonstrate that the employee was under the influence or had otherwise violated Village policies, but the Village shall bear the burden of proof in such cases.)

- (i) Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- (j) Ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

**SECTION 20.6 - RIGHT TO CONTEST** If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the test, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any portion of the test or of the discipline resulting from the test. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

**SECTION 20.7 - VOLUNTARY REQUEST FOR ASSISTANCE** The Village shall take no adverse employment action against any employee who, prior to the Village learning of any

possible violations of this Article, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the employee with pay if the employee is unfit for duty in the employee's current assignment. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the employee discontinuing his use of illegal drugs or abuse of alcohol;
- (c) the employee completing the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) the employee agreeing to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment.

## **ARTICLE 21**

### **UNION ACCESS**

An authorized representative of the Union who has filed with the Village a Letter of Authority shall be permitted to visit the Department to help in resolving a serious problem or dispute. Such visit shall occur at a time when employees in the Department are on their break period

and such visit shall not disturb other employees who are working. Before the representative may visit the Department, prior notification and approval of the Director of Public Works or designee must be obtained and such approval will not unreasonably be withheld. The representative may likewise visit the Department under the same conditions mentioned above, to meet with the Village concerning matters covered by this Agreement.

## **ARTICLE 22**

### **SAFETY**

**SECTION 22.1 - COOPERATION.** In order to have a safe place to work, the Village and the employees agree to comply with all laws applicable to its operations concerning the safety of the employees covered by this Agreement.

## **ARTICLE 23**

### **EMPLOYEE DISCIPLINE**

**SECTION 23.1 - GENERAL PRINCIPLES.** Disciplinary action or measures shall normally include the following:

- a) Oral reprimand
- b) Written reprimand
- c) Suspension
- d) Termination

The Village recognizes the basic tenets of just cause, and progressive and corrective discipline, and, where appropriate, will follow a policy of progressive discipline. An employee who disagrees with the discipline imposed may file a grievance.

## **ARTICLE 24**

### **SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency, or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those rendered or declared unlawful, invalid, or unenforceable.

## **ARTICLE 25**

### **ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties. In the event the Village changes a policy or practice that would constitute a mandatory subject of bargaining for employees covered by this collective bargaining Agreement, the Village shall notify the Union of such contemplated application to the bargaining unit. The Village shall bargain with the Union over the contemplated change, upon receiving a written request from the Union. The Village may implement the new policy and practice until such time as the parties reach a mutual agreement on a modified policy and/or practice. Upon reaching agreement, the parties agree to retroactively applying the new policy and/or practice to such extent as is practicable.

ARTICLE 26

DURATION AND TERM OF AGREEMENT

Unless otherwise specified herein, this Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30<sup>th</sup> day of April, 2020. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least five (5) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this \_\_\_ day of \_\_\_\_\_, 2015.

VILLAGE OF CARY, ILLINOIS:

SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 73:



Mayor  
Mark Kownick



Christine Boardman  
President, SEIU Local 73



Nancy Bragg  
Village Clerk



Nick Carone  
Union Representative, SEIU Local 73

(SEAL)



Scott Curtiss, Cary Public Works



Steve Kopacz, Cary Public Works



Al Ribbon, Cary Public Works

<b>Maintenance and Utility Worker I</b>					
	<b>2015/2016</b>	<b>2016/2017</b>	<b>2017/2018</b>	<b>2018/2019</b>	<b>2019/2020</b>
Starting	\$ 38,060	\$ 38,821	\$ 39,598	\$ 40,192	\$ 40,794
1	\$ 39,127	\$ 39,910	\$ 40,708	\$ 41,318	\$ 41,938
2	\$ 40,345	\$ 41,152	\$ 41,975	\$ 42,605	\$ 43,244
3	\$ 41,413	\$ 42,241	\$ 43,086	\$ 43,732	\$ 44,388
4	\$ 42,506	\$ 43,356	\$ 44,223	\$ 44,887	\$ 45,560
5	\$ 43,599	\$ 44,471	\$ 45,360	\$ 46,041	\$ 46,731
6	\$ 44,792	\$ 45,688	\$ 46,602	\$ 47,301	\$ 48,010
7	\$ 45,909	\$ 46,827	\$ 47,764	\$ 48,480	\$ 49,207
8	\$ 47,003	\$ 47,943	\$ 48,902	\$ 49,635	\$ 50,380
9	\$ 48,096	\$ 49,058	\$ 50,039	\$ 50,790	\$ 51,552
10	\$ 49,238	\$ 50,223	\$ 51,227	\$ 51,996	\$ 52,776
11	\$ 50,691	\$ 51,705	\$ 52,739	\$ 53,530	\$ 54,333
12	\$ 52,318	\$ 53,364	\$ 54,432	\$ 55,248	\$ 56,077

<b>Maintenance and Utility Worker II</b>					
	<b>2015/2016</b>	<b>2016/2017</b>	<b>2017/2018</b>	<b>2018/2019</b>	<b>2019/2020</b>
Starting	\$ 51,000	\$ 52,020	\$ 53,060	\$ 53,856	\$ 54,664
1	\$ 52,887	\$ 53,945	\$ 55,024	\$ 55,849	\$ 56,687
2	\$ 53,046	\$ 54,107	\$ 55,189	\$ 56,017	\$ 56,857
3	\$ 54,441	\$ 55,530	\$ 56,640	\$ 57,490	\$ 58,352
4	\$ 55,845	\$ 56,962	\$ 58,101	\$ 58,973	\$ 59,857
5	\$ 56,519	\$ 57,649	\$ 58,802	\$ 59,684	\$ 60,580
6	\$ 58,162	\$ 59,325	\$ 60,512	\$ 61,419	\$ 62,341
7	\$ 60,326	\$ 61,533	\$ 62,763	\$ 63,705	\$ 64,660
8	\$ 62,323	\$ 63,569	\$ 64,841	\$ 65,813	\$ 66,801
9	\$ 64,184	\$ 65,468	\$ 66,777	\$ 67,779	\$ 68,795
10	\$ 66,045	\$ 67,366	\$ 68,713	\$ 69,744	\$ 70,790
11	\$ 67,906	\$ 69,264	\$ 70,649	\$ 71,709	\$ 72,785
12	\$ 69,769	\$ 71,164	\$ 72,588	\$ 73,676	\$ 74,782

<b>Mechanic</b>					
	<b>2015/2016</b>	<b>2016/2017</b>	<b>2017/2018</b>	<b>2018/2019</b>	<b>2019/2020</b>
Starting	\$ 52,474	\$ 53,523	\$ 54,594	\$ 55,413	\$ 56,244
1	\$ 54,312	\$ 55,398	\$ 56,506	\$ 57,354	\$ 58,214
2	\$ 56,176	\$ 57,300	\$ 58,446	\$ 59,322	\$ 60,212
3	\$ 58,039	\$ 59,200	\$ 60,384	\$ 61,290	\$ 62,209
4	\$ 59,903	\$ 61,101	\$ 62,323	\$ 63,258	\$ 64,207
5	\$ 61,691	\$ 62,925	\$ 64,183	\$ 65,146	\$ 66,123
6	\$ 63,505	\$ 64,775	\$ 66,071	\$ 67,062	\$ 68,068
7	\$ 65,368	\$ 66,675	\$ 68,009	\$ 69,029	\$ 70,064
8	\$ 67,206	\$ 68,550	\$ 69,921	\$ 70,970	\$ 72,034
9	\$ 69,094	\$ 70,476	\$ 71,885	\$ 72,964	\$ 74,058
10	\$ 70,883	\$ 72,301	\$ 73,747	\$ 74,853	\$ 75,976
11	\$ 72,747	\$ 74,202	\$ 75,686	\$ 76,821	\$ 77,974
12	\$ 74,858	\$ 76,355	\$ 77,882	\$ 79,050	\$ 80,236

<b>Engineering Technician</b>					
	<b>2015/2016</b>	<b>2016/2017</b>	<b>2017/2018</b>	<b>2018/2019</b>	<b>2019/2020</b>
Starting	\$ 52,474	\$ 53,523	\$ 54,594	\$ 55,413	\$ 56,244
1	\$ 54,312	\$ 55,398	\$ 56,506	\$ 57,354	\$ 58,214
2	\$ 56,176	\$ 57,300	\$ 58,446	\$ 59,322	\$ 60,212
3	\$ 58,039	\$ 59,200	\$ 60,384	\$ 61,290	\$ 62,209
4	\$ 59,903	\$ 61,101	\$ 62,323	\$ 63,258	\$ 64,207
5	\$ 61,691	\$ 62,925	\$ 64,183	\$ 65,146	\$ 66,123
6	\$ 63,505	\$ 64,775	\$ 66,071	\$ 67,062	\$ 68,068
7	\$ 65,368	\$ 66,675	\$ 68,009	\$ 69,029	\$ 70,064
8	\$ 67,206	\$ 68,550	\$ 69,921	\$ 70,970	\$ 72,034
9	\$ 69,094	\$ 70,476	\$ 71,885	\$ 72,964	\$ 74,058
10	\$ 70,883	\$ 72,301	\$ 73,747	\$ 74,853	\$ 75,976
11	\$ 72,747	\$ 74,202	\$ 75,686	\$ 76,821	\$ 77,974
12	\$ 74,858	\$ 76,355	\$ 77,882	\$ 79,050	\$ 80,236

<b>Chief Utility Operator</b>					
	<b>2015/2016</b>	<b>2016/2017</b>	<b>2017/2018</b>	<b>2018/2019</b>	<b>2019/2020</b>
Starting	\$ 67,235	\$ 68,580	\$ 69,951	\$ 71,001	\$ 72,066
1	\$ 68,588	\$ 69,960	\$ 71,359	\$ 72,429	\$ 73,516
2	\$ 70,079	\$ 71,481	\$ 72,910	\$ 74,004	\$ 75,114
3	\$ 71,645	\$ 73,078	\$ 74,539	\$ 75,658	\$ 76,792
4	\$ 73,160	\$ 74,623	\$ 76,116	\$ 77,257	\$ 78,416
5	\$ 74,700	\$ 76,194	\$ 77,718	\$ 78,884	\$ 80,067
6	\$ 76,265	\$ 77,790	\$ 79,346	\$ 80,536	\$ 81,744
7	\$ 77,805	\$ 79,361	\$ 80,948	\$ 82,163	\$ 83,395
8	\$ 79,296	\$ 80,882	\$ 82,500	\$ 83,737	\$ 84,993
9	\$ 80,912	\$ 82,530	\$ 84,181	\$ 85,444	\$ 86,725
10	\$ 82,770	\$ 84,425	\$ 86,114	\$ 87,406	\$ 88,717
11	\$ 84,407	\$ 86,095	\$ 87,817	\$ 89,134	\$ 90,471
12	\$ 86,076	\$ 87,798	\$ 89,553	\$ 90,897	\$ 92,260

PERFORMANCE STIPENDS

CATEGORY	ELIGIBLE POSITION(S)	NAME	TYPE	REQUIRED AMOUNT OF OPERATING	STIPEND PER PAY PERIOD	EQUIVALENT ANNUAL STIPEND	CURRENTLY CERTIFIED	
FOREMAN	M&U WORKER II	FOREMAN*	BY INTERVIEW TO UP TO 2	BY INTERVIEW	\$134.62	\$3,500.00	0	
UTILITY OPERATOR	M&U WORKER I/II	IEPA WASTEWATER OPERATOR CERTIFICATION*	UPON CERTIFICATION	1 YEAR & EXAM	\$19.23	\$500.00	0	
		CLASS 4	UPON CERTIFICATION	3 YEARS & EXAM	\$38.46	\$1,000.00	0	
		CLASS 3	UPON CERTIFICATION	6 YEARS & EXAM	\$76.92	\$2,000.00	0	
		CLASS 2	UPON CERTIFICATION	8 YEARS & EXAM	\$115.38	\$3,000.00	1	JOHN STEIN
		CLASS 1	UPON CERTIFICATION					
		IEPA WATER OPERATOR CERTIFICATION*	UPON CERTIFICATION	1 YEAR & EXAM	\$19.23	\$500.00	0	
		CLASS D	UPON CERTIFICATION	1 YEAR & EXAM	\$38.46	\$1,000.00	2	SCOTT CURTIS, RAY REUSCH
		CLASS C	UPON CERTIFICATION	3 YEARS & EXAM	\$76.92	\$2,000.00	2	JOHN STEIN, JIM STEFANI
	CLASS B OR HIGHER	UPON CERTIFICATION						
	M&U WORKER I/II; CHIEF UTILITY OPERATOR	IEPA COLLECTION SYSTEM OPERATOR CERTIFICATION	UPON CERTIFICATION	1 YEAR & EXAM	\$19.23	\$500.00	0	
FORESTRY	M&U WORKER I/II; ENG TECH	ISA CERTIFIED ARBORIST	UPON CERTIFICATION	-	\$15.38	\$400.00	0	
		ISA CERTIFIED MUNICIPAL SPECIALIST	UPON CERTIFICATION	-	\$30.77	\$800.00	0	
CONSTRUCTION INSPECTION	M&U WORKER I/II; ENG TECH	APWA CERTIFIED PUBLIC INFRASTRUCTURE INSPECTOR (CPII)	UPON CERTIFICATION	5 YEARS PLUS EXAM	\$76.92	\$2,000.00	0	
		NICET WATER & SEWER LINES LEVEL II CERTIFICATE	UPON CERTIFICATION	2 YEARS PLUS EXAM	\$19.23	\$500.00	0	
		NICET WATER & SEWER LINES LEVEL III CERTIFICATE	UPON CERTIFICATION	3+ YEARS PLUS EXAM	\$38.46	\$1,000.00	0	
		NICET WATER & SEWER LINES LEVEL IV CERTIFICATE	UPON CERTIFICATION	3+ YEARS PLUS EXAM	\$76.92	\$2,000.00	0	
		NICET STORMWATER & WASTEWATER SYSTEM INSPECTION LEVEL II CERTIFICATE	UPON CERTIFICATION	2 YEARS PLUS EXAM	\$19.23	\$500.00	0	
		NICET STORMWATER & WASTEWATER SYSTEM INSPECTION LEVEL III CERTIFICATE	UPON CERTIFICATION	3+ YEARS PLUS EXAM	\$38.46	\$1,000.00	0	
		NICET STORMWATER & WASTEWATER SYSTEM INSPECTION LEVEL IV CERTIFICATE	UPON CERTIFICATION	3+ YEARS PLUS EXAM	\$76.92	\$2,000.00	0	
		CERTIFIED INSPECTOR OF SEDIMENT AND EROSION CONTROL (CISEC), NICET LEVEL II+, OR APPROVED EQUIVALENT	UPON CERTIFICATION	2 YEARS PLUS EXAM	\$15.38	\$400.00	0	
MAINTENANCE	M&U WORKER I/II	IEPA PESTICIDE APPLICATOR CERTIFICATION	UPON CERTIFICATION	COMPLETION OF COURSE & EXAM	\$15.38	\$400.00	2	BILL FREEMAN, KENT SARIUS
		ACI CERTIFIED CONCRETE FLATWORK FINISHER	UPON CERTIFICATION	3 YEARS PLUS EXAM	\$15.38	\$400.00	0	
		ATTSA CERTIFIED TRAFFIC CONTROL TECHNICIAN (TCT)	UPON CERTIFICATION	1 YEAR PLUS TRAINING COURSE & EXAM	\$15.38	\$400.00	0	
	ALL	OSHA SAFETY CERTIFICATE (THROUGH IDOT)	UPON CERTIFICATION	10-HOUR IDOT COURSE & EXAM	\$15.38	\$400.00	0	
		FLAGGER CERTIFICATION (ATTSA, IDOT, OR APPROVED EQUIVALENT)	UPON CERTIFICATION	COMPLETION OF COURSE & EXAM	\$15.38	\$400.00	0	
	MECHANIC	A.S.E. CERTIFICATIONS	UPON RECEIPT FOR EACH A.S.E. CERTIFICATION	PER A.S.E.	\$15.38	\$400.00	0	

OTHER PROVISIONS

MAXIMUM CUMULATIVE PERFORMANCE STIPEND OF \$5,000/YEAR PER EMPLOYEE CAN AT ANY ONE TIME (FOREMAN STIPEND DOES NOT APPLY TO THE MAXIMUM CAP).

FOREMAN - UP TO 2 IN THE DEPARTMENT AT ANY ONE TIME. MAY BE APPOINTED ANNUALLY BY DIRECTOR FOLLOWING INTERVIEW OF ELIGIBLE AND INTERESTED M&U WORKER II EMPLOYEES.

OTHER CERTIFICATE OR LICENSE PROGRAMS WILL BE CONSIDERED FOR INCLUSION IN THE PERFORMANCE STIPEND PROGRAM BY THE DIRECTOR ON A CASE-BY-CASE BASIS UPON REQUEST.

STUDY MATERIALS, CONTINUING EDUCATION, AND TESTING FEES WOULD BE PAID FOR UNDER THE VILLAGE'S TUITION REIMBURSEMENT POLICY OF THE EMPLOYEE HANDBOOK.

STUDY TIME WOULD BE THE RESPONSIBILITY OF THE EMPLOYEE DURING NON-WORKING HOURS.

TRAINING CLASSES AND EXAM TIMES DURING NORMAL WORKING HOURS (EXCLUDING WEEKENDS AND HOLIDAYS) WOULD BE ELIGIBLE TO BE CONDUCTED AS PAID TIME IF AFTER-HOURS TIMES ARE NOT AVAILABLE, SCHEDULING IS APPROVED IN ADVANCE BY SUPERVISORS, AND CORE DEPT. SERVICES CAN BE MAINTAINED.

TO APPLY FOR A PERFORMANCE STIPEND, EMPLOYEES SHALL MEET WITH THE DIRECTOR PRIOR TO BEGINNING THE PROCESS TO OBTAIN THE CERTIFICATION TO REVIEW THE NECESSARY REQUIREMENTS AND VERIFY ELIGIBILITY UNDER THE PERFORMANCE STIPEND PROGRAM.

PERFORMANCE STIPENDS SHALL BE INCLUDED IN THE NEXT AVAILABLE PAY PERIOD UPON RECEIPT OF CERTIFICATION AND SIGN OFF FROM THE DIRECTOR. STIPENDS ARE PAID ON A PER-PAY PERIOD BASIS AND CONTINUE IF CERTIFICATION IS MAINTAINED (DOCUMENTATION MUST BE PROVIDED TO THE DIRECTOR).

## Seniority Schedule by Position Classification

Position	Last Name	First Name	Hire Date	Application Date
<b>Maintenance and Utility Worker I</b>				
	Henk	Greg	2/17/2005	
	Ford	Brian	12/3/2013	
	Wimmer	Kyle	12/9/2013	(08/19/2013)
	Locklear	James	12/9/2013	(08/23/2013)
	Schaedel	Keil	12/9/2013	(08/29/2013)
<b>Maintenance and Utility Worker II</b>				
	Resman	Joe	7/8/1985	
	Danielczyk	Mark	4/1/1999	
	Kopaz	Steve	1/3/2000	
	Sarius	Kent	1/7/2002	
	Curtiss	Scott	8/25/2003	
	Freeman	William	8/9/2004	
	Stefani	James	10/31/2005	
	Hauck	Cory	8/26/2006	
	Reusch	Ray	9/11/2006	
<b>Chief Utility Operator</b>				
	Stein	John	6/13/2011	
<b>Engineering Technician</b>				
	Fish	Scott	12/15/2014	
<b>Mechanic</b>				
	Ribbon	Al	7/5/1989	