

A G R E E M E N T

between

VILLAGE OF ORLAND PARK

and

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Local 134

May 1, 2005 - April 30, 2008

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF ORLAND PARK (hereinafter referred to as the "Village" or the "Employer") and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 134, (hereinafter referred to as the "IBEW" or the "Union"), and in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I

RECOGNITION

Section 1.1. Union Recognized. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the bargaining unit described below:

Included: Full-time Building Department Inspectors, Building Information Coordinator and Chief Plans Examiner (formerly titled Assistant Building Department Director).

Excluded: Building Department Director, part-time employees, clerical supervisory, confidential, and managerial employees as defined in the Illinois Public Labor Relations Act and all other Village employees.

Section 1.2. Classification Not Guaranteed. The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Employer. Position classification description of duties shall be defined to read "performs other duties as required or assigned which are reasonably within the scope of the duties enumerated herein."

Section 1.3. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

ARTICLE II

UNION SECURITY AND RIGHTS

Section 2.1. Dues Checkoff. 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 checkoff authorization in the form set forth in Appendix A of this Agreement. The amounts so deducted shall be forwarded by the Village within twenty (20) calendar days of the deduction, to the appropriate officer of the Union, together with a list of names (and amounts) for whom deductions have been made. The actual amount deducted, as determined by the Union, shall be the same amount for each employee in order to ease the Employer's burden of administering this provision. 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 Village 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 2.2 Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of union membership. The Union further agrees to indemnify and hold harmless the Village from any and all liability, including monetary damages, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 2.3 Fair Share Deductions. 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 Employer from the earnings of the non-member employees (see Memorandum of Understanding). The aggregate deductions of the employees and a list of their names, addresses and social security numbers shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) 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 2.3(a) 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 2.3(b) Notice and Appeal. The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 2.4 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. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE III

MANAGEMENT RIGHTS

Section 3.1. Management Rights. Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct the affairs of the village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment of new employees and to employ employees; to schedule and assign work; to determine the workweek of employees and to establish the starting and ending times of the workday; to assign or to transfer employees within the Village; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to lay-off or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract out for goods and services; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or

eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

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

ARTICLE IV

MEAL PERIODS

Section 4.1. Meal Periods. All employees shall be granted a one hour unpaid meal period during each work shift. This meal period shall be taken at a time approved in advance by the employee's immediate supervisor. Time granted for meal periods shall include any travel time utilized by the employee during the meal period. When appropriate, the meal Period shall be scheduled at the middle of each shift or regular work day.

ARTICLE V

HOLIDAYS

Section 5.1. Holidays. The following are paid holidays for eligible employees:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

Section 5.2 Floating Holidays. Effective on and after April 1, 1998, eligible employees shall be entitled to two (2) floating holidays during each calendar year. These floating holidays are regular days off with pay. Employee requests to utilize floating holidays under this section shall be submitted in advance to the Department Director or his designee for approval and may only be taken in full day increments.

Section 5.3. Holidays on Weekends. Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. When any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 5.4. Holiday Pay. For each such holiday, when not worked, an eligible employee shall receive eight (8) hours pay at his regular straight-time hourly rate. For each such holiday in fact worked an eligible employee shall receive a total of eight (8) hours holiday pay and one and a half (1-1/2) times his regular straight-time hourly rate in overtime pay for all hours worked on such holiday.

Section 5.5. Eligibility Requirements. In order to be eligible for holiday pay, the employee must work the employee's regularly scheduled work day immediately preceding and immediately following the holiday or be on an approved paid leave.

ARTICLE VI

SENIORITY

Section 6.1. Definitions. Unless stated otherwise, seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service as a full time employee with the Village since the employee's last date of hire.

Section 6.2. Termination of Seniority. Seniority and the employment relationship will be terminated when an employee:

- (a) quits; or
- (b) retires or is retired; or
- (c) is laid off for a period in excess of one (1) year; or
- (d) is discharged for just cause.

- (e) is absent for three (3) consecutive working days without notifying the Village;

- (f) is laid off and fails to notify the Village Manager or his designee of his intention to return within five (5) days after receiving notice of recall or who fails to return at the designated time;
- (g) does not report to work within forty-eight (48) hours after the termination of an authorized leave of absence;

Section 6.3. Probationary Period - New Employees. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of six (6) months. The Employer may extend an employee's probationary period with the agreement of the Union. The extension shall not exceed one (1) month or the total number of days an employee was absent during the initial probationary period, whichever is greater. During the employee's probationary period, the employee may not be represented by the Union.

A probationary employee shall not have seniority and may be terminated at the sole discretion of the Village, and such action shall not be subject to the grievance or arbitration procedure of this Agreement and does not require notice. After completion of the probationary period, an employee's seniority shall date back to the most recent date of hire and the employee's name shall be added to the seniority roster.

Section 6.4. Seniority List. The Village shall maintain and keep current a seniority roster noting the date of hire and current position by Division and job title and/or classification for all employees covered by this Agreement. A copy of this roster shall be posted at the time this Agreement becomes effective and an updated copy of the seniority roster shall be posted every six months by the Employer. The Union president or his designee shall be supplied with a copy of each roster which is so posted. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village Manager in writing within fifteen (15) working days after the seniority list is posted. However, the Village may correct a mistake in the seniority list after the fifteen (15) working days have expired when such a mistake is brought to the Village's attention, but such correction shall not affect in any way any action taken by the Village based upon the original seniority list or result in any liability on the Village's part for any action based on the original seniority list.

Section 6.5. Layoff and Recall. The Village in its discretion shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- (a) probationary employees; and
- (b) part-time employees not included in the bargaining unit who regularly perform the same duties as bargaining unit employees; and
- (c) in the event of further reductions in force, employees will be laid off from their affected job classification and Division and/or Branch in accordance with their seniority in their job classification, skill and ability to perform the remaining work without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least job classification seniority within the Division and/or Branch will be laid off first.

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification and Division and/or Branch to which they are recalled without further training.

ARTICLE VII

SICK LEAVE

Section 7.1. Purpose. Sick leave with pay is provided as a benefit in recognition that 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. Sick employees are expected to remain at home unless hospitalized or visiting their doctor. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense which may result in discipline of an employee.

Section 7.2. Allowance. Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay. Employees shall be eligible for sick leave after completion of their probationary period with the Employer.

Section 7.3. Sick Leave Utilization. All eligible employees shall be entitled to and receive compensation for eight (8) sick days annually beginning January 1st of each year. Paid time off for sick days may be used in two (2) hour increments. Whenever sick time off is required for a medical appointment or treatment, the employees are responsible for notifying their supervisor in advance and obtaining their supervisor's approval and providing written verification from the doctor of the employee's appointment upon return to work. Any employee who is discharged or terminates their employment forfeits all sick leave accrued benefits.

Section 7.4. Rate of Payment. Employees shall be paid eight (8) hours at one hundred percent (100%) of their regular, straight-time hourly rate of pay for each accumulated single day of sick leave properly utilized. The Village may require a doctor's slip attesting to an illness of two or more days immediately upon the employee's return from such leave.

Section 7.5. Notification. Except as otherwise noted herein notification of absence due to sickness shall be given to the Village no later than the employee's scheduled shift starting time. Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline.

Section 7.6. Medical Examination. The Village may, at its discretion, require an employee utilizing sick leave to submit at any time during such leave to an examination by a doctor or nurse designated by the Village, at the Village's expense.

Section 7.7. Abuse of Sick Leave. Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline.

Section 7.8. Retired Employees. Upon an Employee's retirement, the Village will pay the retiring employee the current straight time hourly rate or equivalent for every hour of sick time in excess of six hundred (600) hours, which the employee accrued.

Section 7.9 Annual Sick Time Buy Back Program. Payable the last payroll in January of the respective year, the Village, on an annual basis, will pay full-time employees, the current straight time hourly rate or equivalent in whole day increments for unused sick time as follows:

Eight (8) accrued and unused sick days	=3 days sick pay
Seven (7) accrued and unused sick days	=2 days sick pay
Six (6) accrued and unused sick days	=1 day sick pay
Five (5) or less accrued and unused sick days	=0 days sick pay

To clarify eight (8) accrued and unused sick days means the eight days an employee earned for that calendar year, not what is currently in their sick leave bank. So on January 1, 2006 all employees earned eight sick days, if they didn't use any sick time during the year they will be eligible to request payback of 3 days. Upon payment of those days the days are removed from the employee's sick time bank and will not be able to be used for future illnesses or towards the employee's buy back upon retirement. Requests for "Annual Sick Leave Buy Back" will be made on an electronic Personnel Action Form, (P.A.F.) and signed by the employee, their supervisor and their department director. Requests for buy back must be made during the month of January one week prior to the last check date in January. Requests cover the January 1, 2005 - December 31, 2005 calendar year and so on each year.

ARTICLE VIII

LEAVE OF ABSENCE

Section 8.1. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Village Manager or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 8.2. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 8.3. Jury Leave. Employees covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the Village. However, employees shall be permitted to retain any jury duty funds specifically

designated as reimbursement for travel expenses. The Village shall compensate such employees, at their regular rate of pay, for each hour actually spent on jury duty up to eight (8) hours per day.

Section 8.4. Voting Leave. Voting leave shall be granted in accordance with applicable law.

Section 8.5. Bereavement Leave In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, parents of spouse and step-parents, brothers and sisters of employee, sons and daughters-in-law and spouse or grandparents and grandchildren of employee and spouse) an employee shall be granted up to three (3) consecutive workdays as bereavement leave. Leave beyond such three (3) days may, upon approval of the Department or Division Head or their designee, be taken if charged to the employee's vacation leave accrual account, if any.

A leave of absence without pay of up to three (3) consecutive days may be granted to an employee by the Village in the event of the death of family members outside the employee's immediate family. Requests for leave in excess of three (3) days will be subject to the approval of the Department or Division Head or their designee.

An employee shall provide satisfactory evidence of the death of a member of the immediate or extended family if so requested by the Village.

Section 8.6. Leave for Illness, Injury or Pregnancy.

(a) In the event an employee is unable to work by reason of illness, injury or pregnancy, the Village may grant a leave of absence without pay during which time seniority shall not accrue in excess of the first fifteen (15) working days for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority for the first six (6) months of leave.

(b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Department or Division Head or their designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for

work, together with a written application for such leave. Thereafter, during such leave, unless bedridden, the employee may be required to personally appear at the Employer's premises and furnish a current report from the attending doctor at the end of every ten (10) working days.

(c) Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned. A leave of absence for illness or a non-job related injury will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.

Section 8.7. Benefits While on Leave.

(a) Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Where the leave of absence is for less than 30 days, upon return the Village will place the employee in his previous job, seniority permitting; if the leave of absence is for 30 days or more, the employee will be placed in the first available opening in his job classification and Division and/or Branch or in a lower-rated classification in his Division and/or Branch according to the employee's seniority, where skill and ability to perform the work without additional training is relatively equal.

(b) If, upon the expiration of a leave of absence, there is no work available for the-employee or if the employee could have been laid off according to the layoff procedure set forth in Article IX, except for his leave, he shall go directly on layoff.

(c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent permitted under such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 8.8. 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. Employees who engage in employment elsewhere during such leave may immediately be terminated by the Village.

Section 8.9. Personal Leave Days.

(a) Employees shall be granted four (4) personal leave days per calendar year. The use of personal leave time may be used in two (2) hour increments. Only one (1) personal day may be used in conjunction with any vacation leave.

(b) There shall be no accrual or payment for any personal leave day not taken within the calendar year.

Section 8.10. Family and Medical Leave. All eligible employees are entitled to certain minimum unpaid leave days for medical and family purposes pursuant to the provisions of the Family and Medical Leave Act of 1993. Refer to Appendix B Memorandum of Understanding Regarding Family and Medical Leave.

Section 8.11 Short-Term Disability. An employee who is unable to work by reason of illness, injury or pregnancy may become eligible for short-term disability pay. Refer to Appendix C Memorandum of Understanding Regarding Short-Term Disability.

ARTICLE IX

VACATIONS

Section 9.1. Eligibility and Allowances. Employees shall be eligible to begin earning paid vacation allowance as of their date of hire, but no employee shall be entitled to utilize any earned vacation allowance until completion of their first year of employment. Vacation allowance shall only accrue as of the employee's annual anniversary date of employment, i.e., upon an employee's anniversary date of employment, the employee shall become eligible to utilize vacation allowance earned during the preceding twelve-month period. (e.g., if an employee begins employment with the Village on July 1, 1997, that employee may earn up to ten (10) days of vacation during his first year of employment, but the employee will not be eligible to utilize those days until the twelve-month period commencing on July 1, 1998.) Vacation allowances shall be based upon the following schedule:

Length of Continuous Service	Working Days Vacation Per Year
At least 1 year but less than 5	10 days
At least 5 years but less than 10	15 days
At least 10 years but less than 20	20 days
At least 20 years	25 days

Section 9.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 9.3. Scheduling and Accrual. Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's seniority.

Section 9.4. Emergencies. Should an emergency arise at the time of vacation all employee vacations may be canceled provided the employees' services are required.

Section 9.5. Vacation Rights in Case of Layoff or Separation. Any employee who is laid off, retired or who voluntarily quits prior to taking his vacation shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation. Payment shall generally be made within thirty (30) days of separation from active employment, or sooner, when practical.

ARTICLE X

WAGES

Section 10.1. Wage Schedules. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and incorporated herein as "Appendix D."

The hourly rate of full-time employees shall be determined from the applicable wage schedule by dividing the annual salary by Two Thousand Eighty Hours (2,080). The pay for each of the various job classifications is set forth on the applicable wage schedule.

Section 10.2. Initial Placement on Salary Schedule. The initial placement of a new employee on the salary schedule shall be determined by the Employer in its sole discretion.

Section 10.3. Pay Period. The salaries and wages of employees shall be paid in accordance with the Village's current general practice which may be changed by the Village for good cause shown.

Section 10.4. Longevity Pay. This section applies only to those employees hired before April 1, 1998. Eligibility for longevity pay under this Section shall be determined based upon the number of years of continuous, full-time employment with the

Village by an employee as of his most recent anniversary date of hire observed immediately prior to the fiscal year starting on May 1, 1997, and subsequent fiscal years starting on May 1, 1998 and on May 1, 1999. (e.g., An employee who had completed five years of continuous service in a full-time position with the Village as of the employee's last anniversary date of hire observed prior to May 1, 1997 would be eligible for the longevity payment described below commencing on May 1, 1997. Alternatively, an employee who reaches his five year anniversary date following May 1, 1997 and before May 1, 1998 would not be entitled to any monthly longevity payment under this Section until the fiscal year commencing on May 1, 1998.)

Eligible employees in a bargaining unit position will receive longevity pay pursuant to the following schedule:

Completed Years of Full-Time Service Prior to May 1st	Current	May 1, 1998	May 1, 1999
5 - 9	700	850	1,000
10 - 14	1,100	1,250	1,400
15 - 19	1,400	1,550	1,700
20 +	1,700	1,850	2,000

It is expressly agreed that eligibility for longevity pay shall be based exclusively upon the employee's last anniversary date of continuous service in a full-time position with the Village which occurred prior to the start of the fiscal year.

Notwithstanding any other provision of this Agreement, time spent working in a temporary, seasonal, six (6) month, part-time or short-term position with the Village shall not be counted when determining an employee's eligibility for longevity pay under this Section. If a non-bargaining unit employee who has already received a lump sum longevity payment subsequently becomes a member of the bargaining unit, then such employee shall not be eligible for any longevity pay under this Section until the following May 1.

Section 10.5. Longevity Pay. This section applies only to those employees hired after April 1, 1998. Eligibility for longevity pay under this Section shall be determined based upon the number of years of continuous, full-time employment with the

Village by an employee as of his most recent anniversary date of hire observed immediately prior to the contract year starting on May 1, 1998, and subsequent contract years starting on May 1, 1999 and on May 1, 2000.

Eligible employees in a bargaining unit position will receive longevity pay pursuant to the following schedule:

10 years	\$300.00
15 years	\$500.00
20 years	\$700.00

It is expressly agreed that eligibility for longevity pay shall be based exclusively upon the employee's last anniversary date of continuous service in a full-time position with the Village which occurred prior to the start of the contract year.

Notwithstanding any other provision of this Agreement, time spent working in a temporary, seasonal, six (6) month, part-time or short-term position with the Village shall not be counted when determining an employee's eligibility for longevity pay under this Section. If a non-bargaining unit employee who has already received a lump sum longevity payment subsequently becomes a member of the bargaining unit, then such employee shall not be eligible for any longevity pay under this Section until the following May 1.

ARTICLE XI

OVERTIME

Section 11.1. Rate of Pay. All overtime work must be approved in advance by the employee's immediate supervisor except in an emergency (e.g. call out by Fire or Police dispatcher). Overtime shall be paid for work under any of the following conditions, but compensation shall not be paid more than once for the same hours:

- 1) Daily. All hours worked by an employee in excess of eight (8) hours daily shall be paid at the rate of one and one-half (1.5) times the employees established hourly rate of pay.
- 2) Employees may choose compensatory time at the rate of time and one-half the employee's established hourly rate of pay for all hours worked over 8 hours per day, with the approval of the Department Director. At no time may an employee accumulate more than twenty(20) hours of

compensatory time, and all compensatory time must be taken within the 90 days immediately following the accrual.

For purposes of determining an employee's eligibility for overtime pay, any day of vacation, holiday, personal leave, funeral leave or sick leave for which the employee is paid pursuant to the provisions of this Agreement shall be deemed to have been worked.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, nor may hours be pyramided.

Section 11.2. Distribution. Employees will be required to work overtime as assigned. The Village will, however, endeavor to distribute on a reasonably equitable basis overtime work to qualified employees.

Section 11.3. On Call and Call Back for All Employees. Any employee called back to work outside the employee's scheduled work hours shall be paid a minimum of two hours at one and one-half (1.5) times the employee's applicable pay, unless the time extends into the employee's regular work shift. An employee shall not be entitled to call back pay if the overtime is a continuation of the employee's scheduled work hours.

ARTICLE XII

DISCIPLINE AND DISCHARGE

Section 12.1. Discipline. The Employer agrees with the tenets of progressive and corrective discipline. Discipline shall normally include only the following: oral reprimand; written reprimand; suspension; and discharge.

The Village has the right to discipline, suspend and discharge employees only for just cause (probationary employees without cause).

While just cause is required, nothing in this article shall be deemed to alter or modify the Employer's right to establish or enforce work rules.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.1. Definition. A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee which involves an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

Section 13.2. Procedure. A grievance filed against the Village shall be processed in the following manner, except that grievances on suspensions thirty (30) days or greater and discharges shall be advanced filed at Step 2:

Step 1: An employee who has a grievance shall submit a written grievance signed and dated by the employee to the employee's immediate supervisor, specifically indicating that the employee is raising the matter as a grievance under this Agreement. The written grievance should specify the provision or provisions of this Agreement which are alleged to have been violated, the factual basis for the alleged violation, and the specific relief requested. All grievances must be presented not later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the employee, through use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievance within seven (7) business days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within seven (7) business days after receipt of the Village's answer in Step 1. Thereafter, the Village Manager or his designee and the department head or other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant and up to two authorized Union representatives (employees or non-employees) within seven (7) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager shall submit a written answer to the Union within seven (7) business days following the meeting.

Section 13.3. Arbitration. If the grievance other than one involving an oral or written reprimand is not settled at Step 2 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration, as described below within fifteen (15) business days after the Village's written answer is provided to the Union at Step 2.

- (a) The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) 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 within seven (7) calendar days of receipt of the panel. 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 two names; the other party shall then strike two names. The person remaining shall be the arbitrator. (The striking process shall occur within fourteen (14) days after receipt of the final panel.)
- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and date for the hearing. Absent mutual agreement between the Village and the Union, the hearing shall commence within thirty (30) days after the arbitrator selects the appointment. The hearing shall be held at the Village Hall or another mutually agreeable location.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his 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.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) 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 13.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make a decision contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. No liability shall accrue against the Employer for a date prior to seven (7) business days after the occurrence of the event giving rise to the grievance or seven (7) business days after the employee or the Union, through use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The decision of the arbitrator shall be final and binding.

Section 13.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) business days after the occurrence of the event giving rise to the grievance or within seven (7) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined to include Mondays through Fridays only, excluding legal holidays.

If a grievance is not presented within the time limits set forth above, the right to file it shall be considered "waived." If a grievance is settled by mutual agreement or not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered permanently withdrawn. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 13.6. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing any differences of opinion or disputes concerning an alleged violation, misinterpretation or misapplication of the terms of this Agreement.

ARTICLE XIV

NO STRIKE-NO LOCKOUT

Section 14.1. No Strike. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, picketing or any other intentional interruption of the operations of the Village or any refusal to cross a picket line of any nature, 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, as the Village in its discretion deems appropriate.

Section 14.2. 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 14.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 14.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 14.4. Union Official Responsibility. Each employee who holds the position of officer or steward or committeeman 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 Section 14.1 of this Article the Union agrees to inform its members of their obligations under this Agreement, to direct them to return to work and to take all available disciplinary action against them if they refuse.

Section 14.5. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE XV

NONDISCRIMINATION

Section 15.1. Compliance with Laws. Neither the Village nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex or handicap status.

Section 15.2. Americans with Disabilities Act. It is the intent of the parties that any reasonable accommodations adopted by the employer conform to the requirements of this agreement where practicable. Any action which might conflict with the terms of this agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

ARTICLE XVI

UNIFORMS AND PROTECTIVE CLOTHING

Section 16.1. Uniforms and Protective Clothing. Employees shall be required to wear the uniforms and protective clothing deemed necessary in the sole opinion of the Village and the Employer shall provide an annual \$200.00 uniform allowance payable on May 1st. In addition to the above listed uniform allowance, bargaining unit employees will be eligible for reimbursement for up to \$200.00 in clothing and uniform purchases.

Section 16.2. Uniform Care. Employees shall be responsible for the care and cleaning of uniforms provided by the Employer.

ARTICLE XVII

JOB RELATED TRAINING AND EDUCATION PROGRAMS

Section 17.1. Tuition Reimbursement. Employees of the Village may enroll in job-related undergraduate college, university or technical school courses or participate in other

types of studies on non-work time which will have the effect of improving their occupational skills. Tuition reimbursement in an approved course of study is limited to a maximum of six (6) credit hours per semester. The Employer retains the discretion to approve or deny any request for tuition reimbursement by an employee. In order for an employee to be eligible to seek tuition reimbursement, the employee shall:

1. Complete a request for tuition reimbursement form supplied by the Village and submit it to the employee's department or division head before enrolling in the course;
2. Obtain tuition reimbursement approval from the employee's department/division head and from the Village Manager before enrolling in the course;
3. Successfully complete the course with a grade of "C" or better;
4. Submit to the Finance Department proof of satisfactory course completion and proof of amounts actually expended for tuition; and
5. Have been classified as a full-time employee of the Village regularly working forty (40) hours or more per week for a period of at least one (1) year.

If other funds or grants for tuition reimbursement or payment are available, then an employee shall apply for such funds before requesting reimbursement from the Employer. If such funds are received by the employee, but do not cover the entire cost of the tuition, then subject to the other provisions of this Section, the Employer may reimburse the employee for the difference. Books, fees and other charges shall be paid by the employee.

If an employee terminates his employment with the Village less than one (1) year after completing a course and receiving any tuition reimbursement from the Employer, then the Employer may deduct the tuition reimbursement (or a portion thereof) from the employee's final paycheck or take such other steps as may be necessary in order to obtain the repayment of tuition monies reimbursement previously provided to the employee.

Section 17.2. Educational Institution and Credit Hour Limitations for Tuition Reimbursement. An employee who has not obtained an associate degree or accrued a minimum of sixty (60)

semester credit hours shall be required to attend a state supported college or university, an employee not attending a state supported institution prior to obtaining an associate degree or accruing sixty (60) semester credit hours shall be limited to reimbursement up to one hundred and fifty (\$150) dollars per credit hours.

An employee who has obtained an associate degree or equivalent, attending undergraduate courses at a non-state supported institution, shall be limited to reimbursement up to two hundred (\$200) dollars a semester credit hours.

An employee who is attending graduate courses at a non-state supported institution, shall be limited to reimbursement up to two hundred and fifty (\$250) dollars a credit hour.

An employee wishing to attend a professional school i.e., law school, medical school, etc. shall not be eligible for tuition reimbursement in any amount without approval of the Village Manager.

An employee who is currently attending any college, university, or other educational institution at any level and has previously received tuition reimbursement from the Village shall be allowed to continue with full tuition reimbursement until such time when the employee graduates. If an employee eligible for full reimbursement discontinues attending classes for more than two (2) semesters the employee shall no longer be eligible for full reimbursement as specified in this section.

If grant funds for tuition reimbursement or payment are available, then an employee shall apply for such funds before requesting reimbursement from the employer. If such funds are received by the employee, but do not cover the entire cost of the tuition, then subject to the other provisions of this section, the employee may reimburse the employer for the difference. Books, fees and other charges shall be paid by the employee.

If an employee terminates his employment with the Village less than two (2) years after completing a course and receiving any tuition reimbursement from the Employer, then the Employer may deduct the tuition reimbursement (or a portion thereof) from the employee's final paycheck or take such other steps as may be necessary in order to obtain the repayment of tuition monies reimbursement previously provided to the employee.

Tuition reimbursement in an approved course of study is limited to a maximum of six (6) credit hours per semester.

Section 17.3. Authorization To Attend Conferences, Conventions, Training Sessions, Workshops. Any employee desiring the authorization to attend a conference, convention, training session, workshop or related function must secure prior approval from their department/division head and the Village Manager. The Employer may approve or deny any such request. Reimbursement for travel or other expenses incurred in connection with attendance at such functions shall be made at the discretion of the Employer and be subject to the employee's compliance with any applicable policies, rules or regulations established by the Employer.

ARTICLE XVIII

INSURANCE

Section 18.1. Coverage and Costs. The Village agrees to make available to those full time employees regularly working forty (40) hours per week or more, group hospitalization, major medical, dental and vision care insurance. Premiums for employee and dependent HMO family coverage shall be paid one hundred (100%) percent by the Employer.

Section 18.1.A. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage as long as the basic level of coverage remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for designated surgical procedures. This Section shall not, however, be construed to entitle the Village to unilaterally increase the dollar levels of deductible amounts which must be paid by an employee under insurance plans or programs in effect during the term of this Agreement.

Section 18.1.B. PPO Deductible. The deductible amount for all PPO plan participants is \$200.00 per individual; for family coverage the deductible is \$600.00.

Section 18.1.C. Insurance Premium Cost Sharing. Effective October 1, 2004, PPO plan participants receiving individual coverage shall contribute toward monthly premium costs through payroll deductions an amount not to exceed \$50.00 per month

(one-half of this premium will be deducted each payroll period; those providing for family coverage shall contribute toward monthly premium costs through payroll deductions an amount not to exceed \$100.00 per month (one-half of this premium will be deducted each payroll period). Thereafter, effective October 1, 2005, insurance premium cost for PPO plan participants for individual coverage will be \$55.00 per month and for family coverage an amount not to exceed \$110.00.

Thereafter effective October 1, 2006 the insurance premium cost for PPO plan participants for individual coverage will be \$60.00 per month and for family coverage an amount not to exceed \$120.00.

Effective May 1, 2005, prescription co-pays are as follows:

PPO: Generic prescription co-pays are \$8.00 and Brand prescription are \$12.00.

HMO: Generic prescription co-pays are \$5.00 and Brand prescriptions are \$10.00.

In addition, a \$20.00 payment will be charged for brand if a brand prescription is purchased when generic is available. Applied equally to HMO and PPO.

Effective 5-1-07 the parties agree that the Health Insurance provisions that are applicable to all other Village employees will be applied to the Bargaining Unit.

Section 18.1.D. Vision Care Plan. This managed eye care program covers eligible employees and their eligible dependents. Essentially, the plan provides payment of fees to participating doctors or opticians. Details of the Plan Benefits Administration are detailed in the vision care brochure.

Section 18.2. Health Maintenance Organization. The Village agrees to provide full-time employees (as defined in Section 19.1) with the option of enrolling in a health maintenance organization selected by the Employer. The Employer's obligation to pay for the cost of such coverage shall not exceed its maximum obligation as set forth in Section 18.1.

Section 18.3. Life Insurance. The Employer shall provide, at no cost to the full-time employee, life insurance coverage equal to two times one (1) year's current annual base salary of an employee with a maximum coverage of \$150,000.00. The coverage limitation for an employee's spouse is \$2,000.00. The

coverage limitation for an employee's child is \$1,000.00. Part-time employees regularly employed for fewer than forty hours per week are not eligible for such insurance.

Section 18.4. Conversion. Upon resigning or retiring from employment, an employee may, subject to applicable law and the terms of any insurance policy, choose to continue participation in a health insurance plan. Said participation would be based upon a conversion of the employee's group plan to an individual plan. All premiums required as a result of any conversion shall be entirely at the employee's sole expense.

Section 18.5. Terms of Insurance Policies to Govern. The extent of coverage under any insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any Village employee, by reason of said insurance policy.

Section 18.6. Right to Change Insurance Carriers. The Village retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage so long as the level of benefits remains substantially the same.

ARTICLE XIX

SUBCONTRACTING

Section 19.1. General Policy. It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency.

Section 19.2. Notice of Discussion. Except where an emergency situation (including natural and/or man-made

disasters) exists, before the Village subcontracts work in a general area, where such subcontracting would result in the loss of any existing bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to meet and discuss the desirability of subcontracting such work. Such discussion may include, among other items, the availability of bargaining unit employees and equipment, and the relative economic costs.

ARTICLE XX

SAVINGS CLAUSE

Section 20.1. Savings Clause. If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law. In such event, the Village and the Union agree to promptly begin negotiations on a substitute for the invalidated article, section or portion thereof. During the course of such negotiations, Article XIV, No Strike-No Lockout, shall remain in full force and effect.

ARTICLE XXI

DRUG AND/OR ALCOHOL TESTING

Section 21.1. Drug and/or Alcohol Testing. Drug and/or alcohol testing shall be in accordance with Appendix E.

ARTICLE XXII

ENTIRE AGREEMENT

Section 22.1. Entire Agreement. This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area

of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to, or covered in this Agreement, or with respect to the effects upon employees of the Village's exercise of its rights under the Agreement.

ARTICLE XXIII

TERMINATION

Section 23.1. Termination. This Agreement shall be effective as of May 1, 2005 and shall remain in force and in effect until 11:59 p.m. on April 30, 2008. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this ___ day of _____, 2005.

VILLAGE OF ORLAND PARK

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 134

Daniel J. McLaughlin
Mayor

By:

Robert J. Zeder
Village Manager

=====

David P. Maher
Village Clerk

APPENDICES

- APPENDIX A CHECKOFF AUTHORIZATION
- APPENDIX B MEMORANDUM OF UNDERSTANDING regarding
Family and Medical Leave
- APPENDIX C MEMORANDUM OF UNDERSTANDING regarding
Short Term Disability
- APPENDIX D MEMORANDUM OF UNDERSTANDING regarding
Village of Orland Park - International
Brotherhood of Electrical Workers
Local #134 Pay Rates
- APPENDIX E MEMORANDUM OF UNDERSTANDING regarding
Drug Testing

CHECKOFF AUTHORIZATION

I hereby authorize the Village of Orland Park to deduct from my pay the uniform dues of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS ("IBEW, LOCAL 134"), and to remit said amounts directly to the Union on my behalf. I understand this authorization may be revoked by me, in writing, provided thirty (30) days advance notice (or such shorter period as may be required by law) is given by the employee to the Village.

Print Name

Signature

Date

MEMORANDUM OF UNDERSTANDING
FAMILY AND MEDICAL LEAVE

This letter shall constitute a Memorandum of Understanding to the 2001-2005 collective bargaining agreement between the Village of Orland Park and the International Brotherhood of Electrical Workers Local 134. This letter shall be in effect for the term of said Agreement only.

This Appendix B is part of the "Agreement" between the Village and IBEW, LOCAL 134. All eligible employees are entitled to certain minimum unpaid leave days for medical and family purposes pursuant to the provisions of the Family and Medical Leave Act of 1993. Eligible employees are those who have been employed by the Village for at least 12 months and who have worked for at least 1,250 hours during the 12 month period preceding the leave.

Eligible employees are entitled to a minimum of 12 work weeks of unpaid leave during any 12 month period for one or more of the below listed reasons: (The 12 month period shall be a rolling period of 12 months commencing with the employee's leave.)

A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

B. Because of the placement of a son or daughter with the employee for adoption or foster care.

C. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter or parent has a serious health condition.

D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Eligible employees who have any accrued paid vacation or personal leave must substitute such paid leave as a part of the 12 weeks of leave available under this policy for any of the purposes stated in subparagraphs A, B and C.

Eligible employees who have any available accrued paid sick leave, or who have available other paid leave must substitute

such paid sick leave or available paid leave as part of the 12 weeks of leave available hereunder for any of the purposes stated in subparagraphs C and D above.

Eligible employees may not take leave intermittently or on a reduced hour schedule for any of the purposes stated in subparagraphs A and B above and any leave taken under those subparagraphs must be taken within the 12 month period beginning on the date of birth or placement for adoption.

Eligible employees may take leave hereunder intermittently or on a reduced hour schedule for any of those purposes stated in subparagraphs C and D above, provided that it is medically necessary to do so.

Intermittent leave is leave taken in separate blocks of time due to a single illness or injury, and may include periods of an hour or more to several weeks. A "reduced leave schedule" is a leave schedule that reduces an employee's usual number of working hours per workweek or hours per work day. Only the amount of leave actually taken may be counteracted toward the twelve (12) weeks of leave to which an employee is entitled.

Eligible employees must give at least 30 days notice to the Village of intention to take leave hereunder unless the reason for the requested leave prohibits such notice in which case the employee must notify the Village as soon as practicable.

The Village, through the Human Resource Manager or designee, may require proper certification from a health care provider for any leave requested for the purposes stated in subparagraphs C and D above.

During any of the 12 work weeks of leave provided hereunder or for 12 work weeks of any other substituted unpaid leave the Village shall maintain the employee's group health insurance coverage at the level and under the same terms and conditions as such coverage would have been provided if the employee had continued at work provided that if the employee fails to return to work for reasons not based upon circumstances beyond the control of the employee, the Village may recover from the employee the cost if any, of such continued coverage.

Upon return from any leave provided hereunder, the employee shall maintain all seniority and benefits accrued as of the commencement of the leave. The employee shall be reinstated to the position the employee held at the commencement of the leave or an equivalent position provided, however, that an employee on

leave hereunder shall be subject to lay-off or dismissal on the same terms and conditions as are applicable to employees who are not on leave.

Any paid leave available under the Agreement taken for the purposes stated in A, B, C or D above shall be counted as FMLA leave and it is agreed that notice of this fact is deemed given to all bargaining unit members by this Appendix B. The leave provided for in this Appendix B shall not be construed to diminish the right to any leave provided in Article IX of the Agreement.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

VILLAGE OF ORLAND PARK

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
REGARDING SHORT-TERM DISABILITY

This letter shall constitute a Memorandum of Understanding to the 2001-2005 collective bargaining agreement between the Village of Orland Park and the International Brotherhood of Electrical Workers. This letter shall be in effect for the term of said Agreement only.

Subject to the provisions of this Agreement, an employee who is unable to work by reason of illness, injury or pregnancy may become eligible for short-term disability pay as provided herein. The Employer's obligation to provide short-term disability pay shall only exist to the extent expressly described in this Memorandum of Understanding.

If an employee is eligible for an unpaid leave of absence pursuant to this Agreement, then, subject to the conditions set forth herein, the Employer shall pay such employee an amount which, when added to other disability benefits which an employee is eligible to receive from other sources (e.g., the Illinois Municipal Retirement Fund, workers' compensation or Social Security) will bring the total amount of short-term disability pay up to the level of seventy-five percent (75%) of the employee's base salary. During this same period, the Employer shall continue to pay the cost of any additional insurance coverage provided under Article XIX. Payment of short-term disability benefits by the Village shall commence immediately in the case of an accident and after seven (7) calendar days in case of illness. During employment by the Village the Village agrees that bargaining unit employees who otherwise qualify for paid short-term disability benefits under this Agreement shall be entitled to receive such short-term disability benefits for a period of up to 52 weeks.

In order to be eligible for entitlement to the short-term disability benefits described herein, the employee shall:

- (a) make application for such benefits in such manner as the Employer may hereafter designate;
- (b) periodically provide the Employer with a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work;

- (c) be available to, at the discretion of the Employer, submit to a physical examination by a doctor designated by the Employer to determine the employee's capacity to return to work;
- (d) apply for all other available disability benefits from all other sources whatsoever, including, but not limited to, the Illinois Municipal Retirement Fund, workers compensation and/or Social Security; and
- (e) cooperate with the Employer with respect to the administration of this short-term disability pay plan, and provide all information requested by the Employer which may be necessary for the Employer to determine the nature and extent of an employee's entitlement to such benefits.

If any employee receives benefits from gainful employment from any source while receiving short-term disability pay, said employee shall cease to be entitled to receive any further benefits under this Memorandum.

The Employer reserves the right to contract with any insurance carrier to provide part or all of the short-term disability benefits described in this Memorandum. Should the Employer exercise this right, then the provisions of Sections 18.1.A, 18.5 and 18.6 of the Agreement shall apply. If the Employer elects to secure insurance to provide any or all of the benefits described under this Memorandum, then the cost of any such insurance shall be borne exclusively by the Employer.

No employee shall be eligible for benefits under this Memorandum until the employee has worked at least thirty (30) consecutive days in a full-time capacity for the Employer. In accordance with this Agreement, bargaining unit employees regularly scheduled to work less than forty (40) hours per week shall not be eligible to receive the short-term disability pay or benefits from the Employer which are described in this Memorandum.

This Memorandum of Understanding shall supersede all prior practices, obligations or agreement, including, but not limited to, Village Ordinance No. 1189, with respect to short-term disability benefits.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

VILLAGE OF ORLAND PARK

By: _____

By: _____

Date: _____

Date: _____

APPENDIX D

MEMORANDUM OF UNDERSTANDING
REGARDING VILLAGE OF ORLAND PARK INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL #134 PAY RATES

(INSERT HERE)

**MEMORANDUM OF UNDERSTANDING
REGARDING DRUG TESTING**

For purposes of this Appendix E the term Village shall mean either the Employer, Department Head, Assistant Village Manager or Village Manager. The Village may require an employee to submit immediately to a urine and/or breath alcohol test where there is reasonable, individualized suspicion of improper drug or alcohol use. The requirement to submit to such tests shall be held strictly confidential. The Village shall on request provide an employee who is ordered to submit to any such test with a written statement of the basis for the Village's reasonable suspicion within forty-eight (48) hours of the time the test is administered. There shall be no random or unit-wide mandatory testing, except the village may randomly test an individual employee four (4) times during the twelve (12) months following a positive test result and/or for twelve (12) months following completion of an alcohol/substance abuse treatment program. The village also reserves the right to require a drug/alcohol test of all applicants seeking to be hired into the bargaining unit. Notwithstanding anything herein to the contrary, the Village may conduct drug testing including random testing in accordance with PACE drug testing guidelines and/or Department of Transportation drug testing guidelines.

The Village may use breath alcohol testing procedures for alcohol testing. For other drug testing, the Village shall use laboratories which are certified by the State of Illinois to perform drug testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If an initial laboratory drug test, which shall be considered a screening test, results in a positive finding, a GC/MS (gas chromatography mass spectrometry) confirmatory test or scientifically equivalent test shall be conducted. An initial positive screening test shall not be submitted to the Village; only GC/MS confirmatory test results or scientifically equivalent test results will be reported to the Village. If the Village, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Within two workdays of receipt, the Village shall provide an employee with a copy of any test results which the Village received with respect to such employee. The Village will pay for the costs of any tests

conducted at the Village's direction under this Section. Test results will not be disclosed to the general public or the press except where the person tested consents or where disclosure is required-by law.

A portion of the laboratory test sample, if positive, shall be retained by the laboratory for six (6) months so that the employee may arrange for another confirmatory test (GC/MS) or scientifically equivalent test to be conducted by a laboratory certified by the State of Illinois to perform drug testing of the employee's choosing and at the employee's expense. Once the portion of the test sample leaves the clinical laboratory selected by the Village, the Village shall not be responsible for monitoring the proper chain of custody for said portion of the tested sample.

The following initial test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

Level	Initial	Test
Marijuana metabolites...	100	ng/ml
Cocaine metabolites.....	300	ng/ml
Opiate metabolites.....	300	ng/ml
Phencyclidine.....	25	ng/ml
Amphetamines.....	1000	ng/ml

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below.

Confirmatory Level	Initial	Test
Marijuana metabolites*.....	15	ng/ml
Cocaine metabolites**.....	150	ng/ml
Opiates:		
Morphine.....	300	ng/ml
Codeine.....	300	ng/ml
Phencyclidine.....	25	ng/ml
Amphetamines:		
Amphetamine	500	ng/ml
Methamphetamine.....	500	ng/ml
Delta-9-tetrahydrocannabinol-9-carboxylic acid		
Benzoylecgonine		

Any tests for other prescription or illegal drugs shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the Village in accordance with NIDA standards, if any.

The use of illegal drugs at any time (on the job) or the sale, purchase, or delivery of illegal drugs at any time (on or off the job) while employed by the Village, abuse of prescribed drugs, consumption or possession of alcohol while on duty, or being under the influence of illegal drugs or alcohol while on duty (which shall be defined at a blood alcohol level of .05% or more) shall be the cause for discipline up to and including dismissal. (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results between .01% and .05% (blood alcohol level) demonstrate that the employee was or would be unable to properly perform his job duties, but the Village shall bear the burden of proof in such cases.) Nothing herein shall be construed as limiting an employee's ability to request treatment in lieu of discipline in a specific instance.

Voluntary requests for assistance with drug and/or alcohol problems (i.e. where no test has previously been given pursuant to the foregoing provisions) shall be held strictly confidential. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program). The Village's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the Village's medical insurance plan in which the employee is enrolled.