

AGREEMENT
between
VILLAGE OF GLENCOE
and
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO
for and on behalf of
LOCAL 1891B VILLAGE OF GLENCOE EMPLOYEES

(March 1, 2010 - February 28, 2013)

TABLE OF CONTENTS

	<u>Page</u>
Agreement	1
Preamble	1

Article

I	Recognition and Representation	2
II	Management Rights	4
III	No Strike and No Lockout	5
IV	Grievance Procedure	6
V	Hours of Work and Overtime	10
VI	Salaries	17
VII	Holidays	19
VIII	Vacations	24
IX	Insurance	28
X	General Provisions	32
XI	Seniority	41
XII	Leaves of Absence	46
XIII	Check-off	50
XIV	Entire Agreement	53
XV	Conformance with Law	54
XVI	Termination	55

Appendices

A	Arbitrator Letter of Appointment	57
B	Basic Monthly Salaries	59
C	Merit Pay Plan	61
D	Authorization for Deduction of Union Dues	62

Memoranda of Understanding

#1	Substantiation of Sick Leave	63
#2	Overtime Assignment	65
#3	Posting of Vacancies	67
#4	Water Plant Operator's Schedule	69
#5	Insurance Committee	75
#6	Letter of Understanding (Various Topics)	76

AGREEMENT

THIS AGREEMENT, entered into this 1st day of March, 2010, between the VILLAGE OF GLENCOE, ILLINOIS (hereinafter referred to as the "Employer") and COUNCIL 31, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union"); for and on behalf of Local 1891 B Village of Glencoe Employees.

PREAMBLE

WHEREAS, the Employer has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time employees insofar as such practices and procedures do not interfere with its obligations to serve the Employer and its residents, and to make clear all basic terms upon which such relationship depends;

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and all other conditions of employment; and to provide the procedure for the prompt and peaceful settlement of grievances respecting the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE I

Recognition and Representation

Section 1.1 (a) Recognition and Appropriate Bargaining Unit. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time employees in the Public Works Department, excluding the Director of Public Works, Assistant Village Engineer, Deputy Director of Public Works/Village Engineer, Deputy Director of Public Works/Community Development, Building Commissioner, General Superintendent of Public Works, Public Works Superintendent, Water Plant Superintendent, Public Works Supervisors, Water Plant Supervisors, Public Works Technician, Assistant to the Public Works Director, clerical employees (e.g., Public Works Administrative Assistant, Receptionist, Office Coordinator, Administrative Secretary, and Public Works Clerk), temporary employees, part-time employees, and employees hired as part of a work-study program.

(b) Exclusionary Definition. Supervisors, who are excluded from the bargaining unit, shall be defined as set forth in Section 3(r) of the Illinois Public Labor Relations Act. The term "part-time employee" or "temporary employee," shall be defined as set forth in Section 3(q) ("short-term employee") of the Illinois Public Labor Relations Act.

Section 1.2. Non-Discrimination. (a) Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership.

(b) In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, age, religion, martial status, union activities, non-union activities or political beliefs.

(c) No employee shall be discriminated against for filing a grievance.

ARTICLE II

Management Rights

Section 2.1. Management Rights. Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage and direct the affairs of the Employer 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 Employer; to direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline, suspend, and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 2.2. Administration. It is recognized that the Employer has the right to manage its operations and direct its employees as in its judgment it deems is proper, unless restricted by the language of this Agreement. Nothing contained herein shall be construed as prohibiting the filing of a grievance alleging a violation of the express provisions of this Agreement.

ARTICLE III

No Strike and No Lockout

Section 3.1. 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 Employer, regardless of the reason for doing so. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer.

Section 3.2. No Lockout. The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 3.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 3.1 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.

ARTICLE IV

Grievance Procedure

Section 4.1. Definition. (a) Grievances Subject to Arbitration. A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement against the Employer involving as to him/her the meaning, interpretation or application of the express provisions of this Agreement. In accordance with Section 1.2(c), no employee shall be discriminated against for filing a grievance.

(b) Disputes Not Subject to Arbitration. Other disputes or differences of opinion raised by a steward which involve matters other than the meaning, interpretation or application of the express provisions of this Agreement may be processed in accordance with Sections 4.2 and 4.5 below, except such a dispute shall be initiated at Step 2 and the Union shall be represented by its director or other representative from its staff. The Union may also have a bargaining unit member or members at such meetings. Such disputes, however, shall not be processed beyond Step 3 and shall not be subject to arbitration.

Section 4.2. Settlement Procedure. The parties shall make a sincere and determined effort to settle meritorious grievances in the steps of the Grievance Procedure and to keep the procedure free of unmeritorious grievances. To this end, all written grievances must state the facts of the complaint, the section(s) of this Agreement involved, and the relief requested, except no grievance shall be denied solely for failure to fulfill this requirement. A grievance shall be processed in the following manner:

- STEP 1: Any employee, with or without his steward (or, in his absence, his designated alternate), who has a grievance shall submit it to his immediate Supervisor, who is designated for this purpose by the Employer, but no adjustment reached without the steward may be inconsistent with this Agreement. The Supervisor shall give his oral answer within three (3) working days after such grievance.
- STEP 2: If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Director of Public Works within ten (10) working days after the Employer's answer in Step 1 and shall be signed by the authorized representative of the Union. The Director of Public Works and/or his representative shall discuss the grievance within five (5) working days with the authorized Union Representative at a time mutually agreeable to the parties. If no settlement is reached, the Director of Public Works or his representative, shall give the Employer's written answer to the Union within ten (10) working days following their meeting.
- STEP 3: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager and/or, its designated representative within ten (10) working days after the Employers answer in the preceding Step is given or, if no answer is given, within ten (10) working days after the answer is due. A meeting between the Village Manager and/or his representative, and the authorized representative of the Union shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Village Manager, or his representative, and shall give the Employer's written answer to the Union within ten (10) working days following the meeting.
- STEP 4: If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) working days after receipt of the Employer's answer in the preceding Step is given or, if no answer is given, within ten (10) working days after the answer is due. The parties by mutual agreement in writing may submit more than one grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) working days after the receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the American Arbitration Association ("AAA") to submit a panel of arbitrators. Selection of the arbitrator shall be in accordance with the rules of the AAA. The arbitrator shall be notified of his selection by a joint letter (as provided in Appendix A) from the Employer and the Union requesting that he set a date

and time for the hearing, subject to the availability of the Employer and the Union Representative.

Section 4.3. Authority of the Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted to him in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision to the Employers and to the Union within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 4.4. Expenses of Arbitration. The fee and expenses of the arbitrator shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted: (a) within ten (10) working days after the occurrence of the event giving rise to the grievance or within ten (10) working days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance; or (b)

within six (6) working days after the Employer's action in the case of a disciplinary suspension, discharge, or layoff from work. A grievance involving Employer action set forth in Section 4.1 (b) shall be initiated by a steward at Step 2 of the grievance procedure.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." 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 Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at the Step and appeal the grievance to the next Step within the designated time limits. The time limit in each Step may be extended by mutual written agreement of the Employer and Union representatives involved in each Step.

The term "working days" as used in this Article shall mean the days Mondays through Fridays inclusive when employees covered by this Agreement are scheduled to work.

Section 4.6. Information. The parties agree to furnish each other information necessary for the purposes of contract administration to the extent and in the manner required by law.

ARTICLE V

Hours of Work and Overtime

Section 5.1. No Guarantee. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 5.2. Normal Workweek and Normal Workday. (a) Except as provided below, the normal workweek shall consist of forty (40) hours per week and such additional time as may, from time to time, be required in the judgment of the Employer to serve its citizens. The normal workweek shall consist of five (5) consecutive eight (8) hour workdays, which may be interrupted by a lunch period.

The normal workday for each employee shall be the 24 hour period from 4 a.m. to 4 a.m. and shall generally include one paid break limited to fifteen (15) minutes (inclusive of any travel time), to be observed at a time and place designated by the Employer.

(b) Normal Workweek for Water Plant. Subject to the letter of understanding, respecting the "Alternate Water Plant Schedules" the normal workweek for employees assigned to work in the Water Plant shall consist of forty (40) hours per week and such additional time as may from time to time be required in the judgment of the Employer to serve its citizens. The normal workweek shall consist of five (5) eight- (8) hour workdays, which may be interrupted by a lunch period.

Section 5.3. Changes in Normal Workday and Workweek. The shifts, workdays, and hours to which employees are assigned shall be posted on department bulletin boards. Should it be necessary in the interest of efficient operations, to establish daily or weekly work schedules departing from the normal workday or the normal workweek, notice of such change shall be given to the union as far in advance as is reasonably practicable and, upon request, the Employer promptly shall discuss said proposed change prior to implementation, provided the Union is promptly available to discuss said change.

Section 5.4 Overtime Premium. Time and one half (1-1/2) the employee's regular rate of pay will be paid for all time worked in excess of eight (8) hours in any workday as described in Section 5.2 or forty (40) hours worked in one week. Time and one-half (1-1/2) the employee's regular rate of pay will be paid for all time worked on Saturday (provided Saturday is his scheduled day off), so long as the employee works his regular scheduled workweek Monday through Friday. If the employee fails to work his regularly scheduled week, Monday through Friday, time and one-half (1-1/2) will be paid for all work on Saturday if the failure to work the regularly scheduled week was because of jury duty, vacation, holiday, death in the immediate family, hospitalization of the employee, or illness of the employee (for which the Employer may require substantiation by a physician's statement), or other bona fide emergency (of which the Employer may require appropriate substantiation).

The Employer may require the late refuse crew to remain at work each work day following the completion of their regular route duties until 3:30 p.m. for the purpose of collecting special pickups, retrieving missed refuse and performing such other duties as may be assigned by the

Employer.

The Employer intends to continue the present practice of allowing the early crew to leave upon completion of refuse duties unless necessary manpower needs (as normally performed by any bargaining unit employees) dictate otherwise as determined by the Village.

If early crew receives same day notice of additional work, then all work performed after completion of regular route will be at overtime rate. If the early crew receives notice of other work at least two (2) calendar days prior to the day anticipated other work is to be performed, then the early crew will be required to take a lunch break and will be compensated for all work performed after completion of regular route at straight time rate of pay.

Section 5.5. Overtime Assignments. The Employer shall continue the present method of assigning scheduled overtime. If the Employer requires that other overtime be worked by bargaining unit employees, it shall exercise good faith and use the following procedure to make sure that there are an adequate number of bargaining unit employees available to perform such work. Section 5.5 will generally be applied to secure employees for known scheduled assignments (i.e. holidays, special events, etc..). Please refer to Section 5.8 for non-scheduled call back assignments.

(a) Where less than the full classification on a shift is required to work overtime, then a volunteer(s) (who is qualified to perform the work concerned) will be selected in seniority order by classification and shift as follows: The most senior employee(s) will be given the opportunity to work the overtime. If he (they) decline, then the next most senior employee(s) etc., will be given the opportunity, until enough volunteers are secured.

The next time overtime is needed, the employee(s) just below the employee (in seniority order) who worked the preceding overtime shall be offered the opportunity to work the overtime. If he (they) declines, then the next most senior employee(s) etc., will be given the opportunity, until enough volunteers are secured.

Once the complete list of employees (in seniority order for a classification and shift) has been gone through, the sequence will be repeated starting at the top of the appropriate list in seniority order. A current seniority roster shall be posted.

If a volunteer(s) (or enough volunteers) is not thus available, then the employee(s) with the least seniority (who is qualified to perform the work concerned) in the classification and on the shift shall be required to perform the overtime work concerned. If an employee(s) is missed in the offering of overtime in the above procedure, the adjustment will be made by the earliest future assignment of such overtime to the deprived employee. An employee absent or who cannot be contacted for any reason, will, in the administration of this procedure, be passed over and treated as if he were here and declined the overtime.

(b) As an exception to the provisions of subsection (a), where a job is in process at the end of a shift, the employee(s) who is performing the job shall continue that job on overtime if so required by supervision.

(c) A non-probationary employee may submit a form requesting that he be excused from volunteering for overtime, in which case the Employer shall have no obligation to equalize overtime opportunities with respect to that employee. Such an employee may, however, be required to work overtime consistent with the other provisions of this Agreement.

(d) Unless the Employer is unable to secure another employee to perform the work, no employee will be required to work more than sixteen (16) hours in any twenty-four-(24) hour period.

(e) An employee required to work four (4) or more hours of consecutive overtime shall be entitled to a fifteen (15) minute break scheduled by the Employer during said period of consecutive overtime. That break may be increased, or additional breaks may be granted at the sole and absolute discretion of the Employer and neither the granting nor failure to grant any discretionary breaks or extensions shall be subject to Article IV.

Section 5.6. Call Back Pay. Except as provided in Section 7.3(b), an employee called back to work after having gone home shall receive a minimum of three (3) hours work at time and one-half (1-1/2) his regular straight-time hourly rate unless the time extends into his next regular shift.

Section 5.7. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article of Agreement.

Section 5.8. Emergency Call Back. The purpose of this section is to describe the process for securing employees for non-scheduled call back assignments (e.g. snow plowing, main breaks, natural disasters, emergencies, etc..) that occur after normal working hours. As a condition of employment, employees are required to be available for non-scheduled call back.

Based on the rotational order of the posted maintenance equipment operator Group Call-in Sheet, a maximum number of seven (7) pagers may be assigned to Maintenance Equipment Operators each week in order for the Public Works Department to effectively respond to non-

scheduled situations. In the event that employees are required in excess of those assigned pagers, then the employer shall, first, call any volunteers carrying pagers. If more employees are still required, then the employer shall use the Alternate Call List. The employer shall adhere generally to the principles set forth in Section 5.5, however, the Alternate Call List will be used instead of the Seniority Roster. This means that additional emergency calls will not be based strictly upon seniority.

Each employee assigned will be provided with, and required to carry, a pager and will be responsible to make the appropriate phone response within thirty (30) minutes of being paged and shall arrive at the Public Works Garage within one hour of notice. Pagers will be assigned each Wednesday and will rotate on a weekly basis.

Volunteers may take and carry one of the pagers designated, when offered by the employer, for assignment, unless pre-empted by a more senior employee who wishes to carry a pager.

An employee may request to substitute their time, however, employees are responsible for finding substitutes. Only substitutions submitted to the employer in writing, signed by participating employees, will be considered. Neither the decision of the employer to grant or deny substitution shall be subject to Article IV.

Participation will be required of all bargaining unit employees at the discretion of the employer, with the exception of Water Plant Operators and the Mechanic assigned at the Glencoe Water Plant.

Each Maintenance Equipment Operator required to carry a pager will receive one (1) hour of time-and-a-half (1.5) pay for per assigned week in which they were assigned whether called in during this period or not (paid in the pay period during which the assigned week falls). Maintenance

Equipment Operators called to work will be compensated an additional one-(1) hour of pay at 1.5 times their salary rate when reporting to work in response to an emergency call when the pager program is implemented. This compensation shall be in addition to pay for actual time worked and/or call back pay.

Standby duty for mechanics outside the Water Division will be on a pay period basis and each such mechanic will receive two (2) hours of time-and-a-half (1.5) pay per pay period during which the Standby Program is implemented. Pagers will be carried by one (1) mechanic daily on a rotational basis during standby duty.

The Building Custodian will be required to carry a pager at all times and shall respond by phone within 30 minutes of being paged and report to Village Hall within one hour of notice. A backup employee shall be assigned in the case of vacation, sick leave or other approved time off.

If an employee, who has been assigned a pager, fails to respond to a page anytime during their assigned time, he/she will not receive pager pay for the pay period. An employee's failure to respond to a page or return to work in a timely manner may be cause for discipline up to and including dismissal regardless of whether that individual was assigned a pager or volunteered to carry a pager.

ARTICLE VI

Salaries

Section 6.1. Basic Monthly Salaries. Basic monthly salaries for the two (2) year period beginning March 1, 2010 through the end of February 2012 are set forth in Appendix B in one year intervals.

Section 6.2. Merit Pay Plan. The merit pay plan for employees is set forth in Appendix C.

Section 6.3. Longevity Pay. Eligible employees shall be entitled to longevity pay according to the schedule set forth below. Longevity pay shall be provided to an eligible employee on a monthly basis. Longevity pay received by an eligible employee during a given payroll period shall be considered a part of that employee's regular hourly rate for purposes of computing overtime pay.

<u>Longevity (Continuous Service)</u>	<u>Monthly Amount</u>
More than 5 years but less than 10 years	\$15.00
More than 10 years but less than 15 years	\$23.50
15 years or more	\$32.00

Section 6.4 Thanksgiving Holiday Bonus. The Employer will provide each eligible, full-time bargaining unit employee with a Thanksgiving Holiday bonus to be determined as follows:

Fifty (\$50) Dollars per year for each consecutive year of service to the Village in a full-time bargaining unit position beginning with the completion of an employee's fifth year of service.

To be eligible for the bonus, an employee must have completed five or more years of consecutive service with the Village in a full-time bargaining unit position prior to December 31 of that respective year. The payment described in this section shall not be considered an increase to an employee's regular hourly rate or basic monthly salary.

Section 6.5 Water Plant Operators Nighttime Shift Differential. The section applies to Water Plant Operators (WPO) assigned to the Water Plant. Commencing March 1, 2007, a WPO who works a complete 11 ½ hour shift between the hours of 7pm and the following 7am will be paid an additional One Dollar (\$1.00) per hour for each such hour worked between 7pm and 7am on such shift.

ARTICLE VII

Holidays

Section 7.1. Fixed Holidays. The following are paid holidays for eligible employees:

Christmas Day	Memorial Day
New Year's Day	Independence Day
Thanksgiving Day	Labor Day
Friday Immediately	Martin Luther King's
Following Thanksgiving Day	Birthday Observance

When a Holiday falls on a Saturday, the previous Friday shall be observed as a Holiday. When a Holiday falls on a Sunday, the following Monday shall be observed. This Holiday schedule will not apply to those employees assigned to the Water Filtration Plant under the 4-3-3-4 schedule.

Section 7.2. Floating Holidays. (a) Eligible employees with one (1) or more years' seniority shall receive four (4) paid floating holidays.

(b) Eligibility for floating holidays for an employee with less than one (1) year of seniority for the period from his last date of hire until first contract anniversary date after his hire shall be:

<u>When Employment Begins</u>	<u>Number of Floating Holidays</u>
3/1 - 5/12	Four
5/13 - 7/25	Three
7/26 - 10/5	Two

10/6 - 12/17
12/18 - last day of February

One
None

(c) Floating holidays shall be scheduled insofar as practicable at times most desired by each employee and shall be dates requested by the employee sufficiently in advance for the Employer to decide whether the employee can be excused on that day. In the event of simultaneous requests, preference shall be granted employees in accordance with their relative length of continuous service. Otherwise, holiday preference shall be granted in the order in which the holidays are requested. The Employer shall not arbitrarily deny an employee's request to take a floating holiday due to an emergency or for the purpose of attending an out-of-town funeral where the floating holiday is taken in conjunction with and for the purpose of supplement funeral leave.

Further, while the Union recognizes the Employer's right to establish minimum reasonable notice for employee requests to schedule a floating holiday, the Employer recognizes that occasionally an employee through no fault of his own will be unable to give requisite notice. Such request will not be arbitrarily denied, but the exercise of the Employer's discretion in this regard shall be without precedent. Nothing contained in the foregoing shall be considered as detracting from the common sense principle that employees should give as much notice as possible.

Section 7.3. Holiday Pay. (a) When a holiday falls on an employee's regularly scheduled day off, and said holiday is not worked, an eligible employee shall receive eight (8) hours pay at his regular straight-time hourly rate for said holiday. Holiday pay shall be paid during the bi-monthly pay period in which the holiday falls.

(b) For each such holiday, when worked, an eligible employee shall receive eight-(8) hours pay at his regular straight-time hourly rate plus time-and-one-half (1-1/2) pay for all hours actually worked.

Section 7.4. Holiday Eligibility Requirements. (a) Except as provided below, in order to be eligible for holiday pay, the employee must work the full scheduled working day immediately preceding and immediately following the holiday, unless the employee is excused by his supervisor from compliance with this requirement. Excuses shall be granted for the failure to work either the day before and/or the day after due to jury duty, scheduled vacation, death in the immediate family, hospitalization of the employee, illness of the employee for which sick leave is paid, or if the employee is granted a day off pursuant to Section 7.2(c) or 8.3(d). Excuses may be granted for other reasons at the sole and absolute discretion of his supervisor and neither the granting nor the failure to grant such discretionary excuses shall be subject to Article IV.

(b) Holiday eligibility requirements for employees assigned to work in the Water Plant shall be the same as those set forth above, except that in order to be eligible for holiday pay, the employee must work his full scheduled working day immediately preceding and immediately following the holiday. This Section 7.4 shall not be construed to make employees on layoff eligible for holiday pay.

(c) Accumulation of Holiday hours shall not exceed one (1) year's worth of holiday hours. Any employee whose accumulation of holiday hours currently (as of March 1, 2010) exceeds one (1) year's worth of holiday hours will be given until the end of February, 2012 to reduce this amount of

time to forty (40) holiday hours or less, and any amount in excess shall be forfeited without compensation..

Section 7.5. Holiday During Vacation. When a holiday falls within an eligible employee's approved vacation, the employee shall be credited with an additional floating holiday.

Section 7.6. Equalization of Holidays (Water Plant). The Employer shall take such action to attempt to insure that each non-probationary Water Plant Operator is not regularly scheduled to work on at least three (3) of the eight (8) fixed holidays named in Section 7.1. The Employer shall not be required to incur new or increased costs in attempting to insure equalization as provided above. Further, the Employer shall not be required to pay overtime or any other type of premium to any employee due to action taken by it to comply with Section 7.6, except as provided in Section 7.3(b). Finally, it is recognized that notwithstanding the good-faith efforts of the Employer, compliance with this Section 7.6 may not always be possible.

Section 7.7. Compensatory Day (Water Plant). (a) In recognition of the additional hours actually worked by Water Plant Operators pursuant to implementation of the "4-3-3-4" schedule, employees in said classification (other than the "designated water plant operator") shall receive one compensatory day (8 hours) each contract year so long as the schedule is in effect.

(b) This compensatory day shall be treated as if it were a floating holiday, except that eligibility for the compensatory day for a Water Plant Operator with less than one (1) year of

seniority for the period from his last date of hire until the first contract anniversary date after his hire shall be:

<u>Month Employment Begins</u>	<u>Compensatory Day</u>
March - August	One
September- February	None

ARTICLE VIII

Vacations

Section 8.1. Eligibility for Vacation. Employees covered by this Agreement shall accrue vacation as of their years of service in any year as follows:

Years of Service	Hours Earned Per pay period	Earned Per Year	
		Hours	Days
1 to 5	3.33	80	10
6	3.66	88	11
7	4.00	96	12
8	5.00	120	15
9	5.00	120	15
10	5.00	120	15
11	5.33	128	16
12	5.66	136	17
13	6.00	144	18
14	6.33	152	19
15	6.66	160	20
20	7.00	168	21
21	7.33	176	22
22	7.66	184	23
23	8.00	192	24
24+	8.33	200	25

Section 8.2. Eligibility Requirements. In order to be eligible to earn vacation during a given pay period, an employee must be paid for hours actually worked or receive pay from the Village for designated hours, as more fully described in Section 8.6 of this Article, during such pay period.

Section 8.3. Vacation Scheduling. (a) Vacations shall be scheduled insofar as practicable at times most desired by each employee with consideration being given to the wishes of the employees in accordance with their relative length of continuous service, provided the employee exercises this seniority right during the first calendar month of each contractual anniversary date.

(b) With respect to Water Plant Operators, the following shall apply. Vacations shall be scheduled insofar as practicable at times most desired by each employee with consideration being given to the wishes of the employees in accordance with their relative length of continuous service, provided the employee exercises their seniority right during the first calendar month of each contractual anniversary date. Scheduling of vacations shall be a two-step process. First, each employee shall indicate his preference with respect to one (1) week of his vacation, and preference shall be granted as heretofore provided. Second, each employee shall indicate his preference with respect to all remaining weeks (if any) of his vacation, and preference shall be granted as heretofore provided except a senior employee shall not "bump" the one (1) week of vacation of a junior employee scheduled in accordance with the preceding sentence. With respect to employees who fail to give their written preference during the first calendar month of each contractual anniversary date, vacation preference shall be granted in the order in which vacations are requested.

(c) If the orderly performance of the services provided by the Employer make it necessary to limit the number of or prohibit any employees from taking vacations at a particular time, preference shall be granted in accordance with the foregoing provisions.

(d) The Employer shall not arbitrarily deny any employee's request to take vacation due to an emergency or for the purpose of attending an out-of-town funeral where the vacation is taken in conjunction with and for the purpose of supplementing funeral leave.

(e) Vacation days shall be scheduled in weekly increments, provided, however, up to ten (10) vacation days per calendar year may be scheduled in individual day increments with the same notice provisions as a presently required. Approval will be based on the operational needs of the Village; however, approval will not be unreasonably denied. This section does not apply to the Water Plant Operators.

Section 8.4. Vacation Accumulation. (a) The maximum number of vacation hours an employee may accumulate shall not exceed one (1) year's worth of vacation accrual. (An employee whose vacation accrual exceeds this amount as of March 1, 2010 shall have until the end of February, 2014 to reduce the hours to a level permitted herein.) Once an employee accrues the maximum number of hours permitted, such employee shall be ineligible to earn further vacation.

(b) If at the end of the year a Water Plant Operator has less than eleven and one-half (11-1/2) hours of vacation remaining, he can request payment for those hours or carry them over into a subsequent year. Increments of less than eleven and one-half (11-1/2) hours shall be an exception to Section 8.4(a), provided that any time such increments equal eleven and one-half (11-1/2) hours or more, the carry over of a full eleven and one-half (11-1/2) hours shall be subject to Section 8.4(a).

Section 8.5. Definition. The term "hours worked or paid for" as used in this Article means any hour actually worked (but not including overtime premium computations) and any hour not worked for which the employee received pay from the Employer for that hour (e.g., paid holidays, paid vacation, jury duty, death in the immediate family) and any absence from work because of a compensable injury (maximum forty (40) hours per week/300 hours per calendar year). Any lunch paid for pursuant to the "Alternate Water Plant Schedules" letter shall be excluded from this definition.

Section 8.6. Separation. Unless an employee is terminated consistent with the terms of this Agreement (or resigns when offered that opportunity in lieu of termination), he shall receive vacation pay for all vacation which he is otherwise eligible to take at the time of separation upon separation from employment with the Employer, provided the employees gives two (2) weeks notice.

ARTICLE IX

Insurance

Section 9.1 Insurance Contributions.

Existing premium contributions shall remain at the current percentage in the first year of this Agreement, i.e., 19.8% for dependent medical and dental until February 28, 2011.

(a) Commencing March 1, 2011 and for the remaining term of this Agreement, an employee electing single coverage shall pay 11.6% of the premium cost for such medical coverage, and the Village shall pay the remainder. Commencing March 1, 2011 and for the remaining term of this Agreement, an employee electing family coverage, *i.e.*, coverage for the employee and his/her eligible dependents, shall pay 11.6% of the premium cost for such medical coverage, and the Village shall pay the remainder.

Commencing March 1, 2011 and for the remaining term of this Agreement, an employee electing single coverage shall pay 11.6% of the premium cost for dental coverage, and the Village shall pay the remainder. Commencing March 1, 2011 and for the remaining term of this Agreement, an employee electing family coverage, *i.e.*, coverage for the employee and his/her eligible dependents, shall pay 11.6% of the premium cost for dental coverage, and the Village shall pay the remainder.

During the term of this Agreement, the Village may increase drug card co-pays to \$10 (generic), \$15 (formulary), and \$40 (non-formulary), so long as such changes are also applied to non-bargaining unit Village employees covered by the applicable medical plan at the same time, *i.e.*

the same drug card benefits and co-pays shall be instituted for all covered Village employees. A doctor visit co-pay of \$20 per visit shall apply for employees covered by the HMO.

(b) Vision Insurance shall remain in effect, said coverage being available only to employees electing the HMO option.

(c) The Employer agrees to advise employees who leave the employ of the Employer of their right under federal law to continue insurance coverage.

Section 9.2. Right to Select Carriers. In recognition of the desirability of maintaining a uniform medical insurance policy or plan Village-wide with respect to employee insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Village makes any changes, modifications, or improvements with respect to any of the health insurance benefits (including, but not limited to, changes in benefit levels, deductibles, co-pays, drug card co-pays or cost containment changes) that are applicable to other full-time non-represented Village employees generally, then such changes, modifications, or improvements shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to other full-time non-represented Village employees generally. (E.g., if full-time regular non-bargaining unit employees are required to pay a higher deductible under the medical plan, then bargaining unit employees shall automatically be subject to the same higher deductible at the same time.) (The only exception to the foregoing shall be that, on or after March 1, 2011, employees will not be required to pay more than 11.6% of the applicable premium for the plan and

type of coverage selected during the remaining term of this Agreement.) Before instituting significant plan design changes pursuant to this Section, the Village will offer the Union the opportunity to provide advisory input.

Section 9.3. Non-Duplication of Benefits. (a) In the event any employee or dependent is entitled to benefits under any employee group insurance plan or employer's self-insurance plan providing benefits similar or identical to this Agreement, the benefits that would be payable under this group health insurance shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this group health insurance and under any other plan shall not exceed the necessary, reasonable and customary expenses for surgical services rendered, and for all other services rendered, shall not exceed the amount provided for under this program. If the said other plan contains a provision for non-duplication of benefits, the plan or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary, and in the case of children, the plan or program insuring the father will be considered primary.

(b) The benefits provided for under the group health insurance covered by this Agreement shall be in substitution for any and all other plans providing hospital, medical surgical, sickness, dental, etc. benefits. It is intended that the benefits provided by the group health insurance covered by this Agreement shall comply with and be in substitution for any provisions for similar benefits which are provided under any law now in effect or hereafter in effect. If any benefits of a similar nature to those provided in this Agreement are required under any law now in effect or hereafter in effect and the benefits provided by the group health insurance covered by this Agreement are not

considered in substitution therefore, the benefits provided for under the group health insurance covered by this Agreement shall be reduced by the amount of such benefit provided under such law.

Sections 9.4. Health Maintenance Organization ("HMO"). Each bargaining unit employee will have the option of enrolling in an HMO selected by the Employer in accordance with applicable law in lieu of participating in the Employer's plan provided for in Section 9.1.

Section 9.5. Term Life Insurance. Effective when an employee becomes eligible for coverage under Section 9.1(a), the Employer shall provide each employee with \$50,000 in term life insurance so long as the employee remains in the employ of the Employer.

ARTICLE X

General Provisions

Section 10.1. Gender. Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees.

Section 10.2. Bulletin Boards. The Union may post on the appropriate departmental bulletin boards non-inflammatory Union Notices concerning Local Union meetings, elections, and social functions.

Section 10.3. Excessive Absenteeism or Tardiness. It is understood that excessive absenteeism, excessive tardiness, or the abuse of sick leave constitutes just cause for discipline and it is the intent of the Employer to take corrective action. If an employee is disciplined for excessive absenteeism, excessive tardiness, or the abuse of sick leave, the discipline shall not be set aside unless it is arbitrary, capricious, or discriminatory.

Section 10.4. Clothing. The Employer shall supply the following items to its employees as follows:

Water Plant Operator

Hard Hat	(1)
Combination of pants/shirt or coveralls	(5)

Boots, rain jackets, goggles, and gloves will continue as in the past to be made available to employees in this classification.

Building Custodian

Shirts (5)
Pants (5)

Public Works Mechanic

Coveralls (7)
Safety goggles (1)
Vest (1)
Rubber gloves (1 pair)
Helmet w/liner (1)
Ear plugs (1 pair)

Public Works Maintenance Equipment Operator

Shirts (7)
Pants (7)
Light jacket (1)
Heavy jacket (1)
Helmet w/liner (1)
Safety vest (1)
Hip boots (1 pair)
Short boots (1 pair)
Safety goggles (1)
Ear plugs (1 pair)

As in the past, rubber gloves for sewer service and rain suits provided on an as-needed basis to employees in this classification.

All Classifications

The Employer will provide employees with gloves when assigned to paint. The Employer will reimburse an employee up to \$175 for the cost of safety shoes, not more than two times during any 12-month period. The employer will reimburse the employee within 10 business days upon employer approval of quality of safety shoe purchased, return of sales receipt, and presentation of

worn/damaged safety shoes to employer. It is recognized that the employees must wear their safety shoes.

Items lost or damaged in normal use will be replaced at no cost to the employee. All items remain the property of the Employer and are not to be used away from work. Upon separation, all items must be returned (or paid for) by the employee before his final paycheck will be issued.

Section 10.5. Tools. The Employer shall continue its present practice of providing selected tools.

Section 10.6. Voting Time. Voting time shall be granted employees in accordance with applicable law.

Section 10.7. Employee Discipline. (a) The Employer agrees that an allegation of arbitrary or capricious application of its rules and regulations shall be subject to the grievance procedure as provided at Section 4.1 (a.). The Employer agrees to follow its basic tenets of progressive discipline (shall be understood to include, but not be limited to, oral reprimands, written letters of warning, suspension without pay and discharge) and shall not discipline or discharge any employee without just cause, except as otherwise provided in this Agreement. The Employer reserves the right to invoke summary discharge or suspension without warning for serious offenses and the Union may file a grievance concerning such action except as otherwise provided in this Agreement.

(b) An employee who notifies his supervisor with reasonable promptness that refuse was not collected at a specific residence or place of business because it did not conform with the Employer's

Refuse Regulations (a copy of which will be given each employee at the time of hire) will not be disciplined for such action. Employees recognize their responsibility to be courteous and display good judgment in dealing with residents.

Section 10.8. Personnel Files. Upon appropriate request, an employee may inspect his personnel file subject to the following:

- (a) Inspection shall occur during non-working hours at a time and in a manner mutually acceptable to the Employer. Upon request, an employee who has a written grievance on file who is inspecting his personnel file with respect to said grievance may have a steward present during such inspection. Nothing contained in this Section shall be construed as limiting the Union's rights under Section 4.6.
- (b) Copies of materials in their personnel file shall be provided an employee and the Union upon request if such materials are to be used in an arbitration hearing conducted under the terms of this Agreement or in conjunction with the processing of a grievance filed by the employee. The Employer shall bear the cost of duplication.

An employee shall be provided a copy of the evaluation form used for the purposes of evaluating him for merit pay at no cost to the employee. The evaluation form shall include a space for an employee to write a rebuttal if he disagrees with any part of his evaluation and a signature line stating that the employee's signature on the form verified that he has been given a copy of his evaluation but does not necessarily indicate his agreement with the evaluation.

- (c) Pre-employment information, e.g., reference checks and responses, shall not be subject to inspection or copying.
- (d) The Village will, upon written request by an employee, remove oral reprimands and/or written letters of warning from such employee's personnel file, provided such disciplinary notices were issued more than five (5) years earlier, and provided the employee has not engaged in the same, similar or related misconduct since the oral reprimand or written letter of warning issued.

An employee may file a rejoinder in his personnel file.

Section 10.9. Safety Committee. There shall be a Safety Committee composed of up to three (3) members appointed by the Union and up to three (3) members appointed by the Employer. The Committee shall meet at times mutually agreeable to the parties upon request of either party.

Section 10.10. Meeting and Training Sessions (Water Plant). Notice of a meeting or training session conducted by a party other than the Employer shall be posted for or otherwise given to Water Plant Operators five (5) calendar days in advance of the event, unless the Employer receives less than five (5) days notice, in which case the Employer shall post or otherwise give notice of the event within twenty-five (25) hours of receipt by it of notice.

Section 10.11. Mileage. An employee required by the Employer to use his personal vehicle for travel outside the Village of Glencoe shall be reimbursed for tolls and for travel at a rate of twenty and one-half (20 ½) cents per mile for mileage in excess of what the employee would otherwise incur going to and coming from Village.

Section 10.12. Investigatory Interviews. (a) Before conducting an investigatory interview, which may reasonably be expected to result in disciplinary action against the employee being questioned, that employee shall be informed that he may request that a union representative be present. It is recognized that an employee may not insist that a particular representative be present.

(b) If the employee requests union representation, the Employer shall either suspend the investigatory review until a union representative can be present or advise the employee that it will

not proceed with the interview unless the employee is willing to enter the interview unaccompanied by a representative (in which case the Employer may act on the basis of information obtained from other sources).

(c) It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. The role of the representative is to assist the employee; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The Employer retains the right to insist on hearing the employee's own account of the matter under investigation.

(d) This Section does not apply to such run-of-the-mill conversations as, for example, the giving of instructions or training or needed corrections of work techniques. Nor does this Section apply to meetings at which discipline is simply administered.

Section 10.13. Commercial Drivers License (CDL). (a) Such CDL training and testing as required of employees shall occur during working (paid) time. The Employer shall make available its vehicles for CDL testing of employees. The Employer shall pay the difference between the cost of a CDL and a regular vehicle license for employees required to have a CDL. If an employee fails to secure his/her CDL license within the period prescribed by law, he/she will be terminated but will be given preference for the next available opening upon securing the CDL license if that license is obtained within fifteen (15) months of termination.

Section 10.14. Class C License. The Village reserves the right to require all employees assigned to the position of Water Plant Operator to possess a Class C Illinois Public Water

Supply Operator's License (hereinafter "Class C License") as a term or condition of continued employment. A probationary employee must obtain the Class C License prior to completion of his or her probationary period or such employee will be terminated. If a non-probationary employee fails to obtain the Class C License within twelve (12) months after the date this Agreement is ratified, then such employee will be terminated but will be given preference for the next available opening upon securing the Class C License if that license is obtained within fifteen (15) months of termination.

The Village will reimburse a Water Plant Operator for the cost of one (1) approved course taken during the employee's non-work time in preparation for the Class C License examination, provided the employee passes the course. In addition, the Village will reimburse an employee for the cost of one (1) application fee for the Class C License, and the Village will reimburse an employee for one (1) ten dollar (\$10.00) examination fee if the employee passes the Class C License examination and obtains his or her Class C License.

The Village will pay non-probationary Water Plant Operators who have a Class C License for up to eight (8) hours of non-work time per fiscal year, at the employee's straight time hourly rate, for time actually spent attending CEU courses in connection with maintaining such license. The Village will pay non-probationary Water Plant Operators who have a Class A or B License for up to sixteen (16) hours of non-work time per fiscal year, at the employee's straight time hourly rate, for time actually spent attending CEU courses in connection with maintaining such license. Such time will not be considered hours worked for purposes of overtime eligibility.

In addition, the Village will reimburse non-probationary Water Plant Operators for their Class A-D license renewal fee.

The benefits described in this Section are in lieu of any benefits, which may otherwise be available under Section 12.3 (Educational Leave).

Section 10.15. Labor-Management Committee. At the request of the Union or the Employer, the Local President of the Union, or his designee, and the Director of Public Works or his designee, shall meet at a mutually agreeable time to discuss matters of mutual concern that do not involve negotiations. The President of the Union may invite other bargaining unit employees (not to exceed 7) to attend such meetings. The Director of Public Works may invite other managerial or supervisory employees of the Village (not to exceed 7) to attend such meetings. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The Labor-Management Committee is intended to improve communications and shall be advisory only.

Section 10.16. Personnel Policies. Where there is a conflict between this Labor Agreement and the Village of Glencoe Personnel Policy Manual on specific matters covered by both, this Labor Agreement shall take precedent.

Section 10.17 - Light Duty. The employer may require an employee who is on worker's compensation leave (as opposed to IMRF disability) to return to work in an available light duty

assignment for the employer that the employee is qualified to perform, provided the employer's physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee may be able to assume full duties and responsibilities within eight weeks. If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume the full duties and responsibilities within eight weeks thereafter, as determined by the employer's physician, the employer may have the right to place the employee on Worker's Compensation. Nothing herein shall prohibit the employer's physician from consulting with the employee's doctor about the employee's doctor's opinion as to the employee's suitability for a light duty assignment and the length of such assignment.

Unless the employee consents to a different work schedule, the hours of work for an employee with a light duty assignment shall be eight (8) consecutive hours during a work day as defined by contract (11.5 hours for Water Plant Operators), excluding a one-half (1/2) hour paid lunch period, Monday through Friday (unless the Village's physician specifies a shorter work week.) Water Plant Operators light duty may include working on Saturday and Sunday.

Nothing herein shall be construed to require the employer to create or maintain light duty assignments for an employee. Employees will only be assigned to light duty assignments when the employer reasonably determines that the need exists and only as long as such need exists.

Section 10.18 – Safety Incentive Program. During the term of this Agreement, an employee may be eligible for \$25 for each consecutive calendar year the employee does not have a claim, as determined by the Village. The terms and conditions of the Safety Incentive Program shall be set forth by the Village, as the same may change from time to time by the Employer.

ARTICLE XI

Seniority

Section 11.1. Definition. Seniority shall, for the purpose of this Agreement be defined as an employee's length of continuous service since the last date of hire with this Employer in a position covered by this Agreement.

Section 11.2. Application of Seniority. In the application of seniority and ability in promotions, filling of permanent openings in classifications, layoff and recall, seniority shall be the determining factor when, among employees involved, the qualifications for and ability to perform the work is relatively equal. When applying this principle of seniority and ability, the Employer's decision shall be made in good faith and its actions shall not be arbitrary or capricious.

Section 11.3. Probation. Each newly hired employee becomes a probationary employee upon his starting work and he remains so until he has completed his probationary period as set forth below with the Employer:

<u>Classification</u>	<u>Probationary Period</u>
Public Works Mechanic	6 mos. (Continuous Employment)
Water Plant Operator	12 mos. (Continuous Employment)
Maintenance Equipment Operator	12 mos. (Continuous Employment)
Building Custodian	3 mos. (Continuous Employment)

During his probationary period, his employment may be terminated at the discretion of the Employer at any time. Such a grievance shall not be subject to arbitration.

There shall be no seniority among probationary employees. Upon successful completion of his probationary period, a regular full-time employee acquires seniority and it shall be retroactive to his first day of employment.

Section 11.4. Seniority Roster. The Employer shall maintain and keep current a seniority roster noting date of hire, current position by job title and/or classification. The seniority roster shall be made available for inspection by an authorized Union representative at all times. Any objection to the seniority roster as posted shall be reported in writing to the Director of Public Works within fifteen (15) workdays of the date of posting of the seniority roster or the roster shall stand approved as posted and the facts set forth in the seniority list shall not be subject to subsequent challenge by an employee (or the Union). The Union shall be provided with a copy of the seniority roster on or before March 1 and September 1 of each year.

Section 11.5. Posting of Vacancies. (a) Whenever a new position or permanent classification vacancy develops or is expected to develop in the bargaining unit, it shall be filled in the following manner:

- (1) A vacancy notice shall be posted on all department bulletin boards for a period of ten (10) working days.
- (2) If no qualified unit employee applies for the vacant position, the Employer shall follow normal recruiting procedures.

(b) If a permanent classification vacancy develops in the Maintenance Equipment Operator Classifications, an employee already in that classification may apply for a vacant position as otherwise provided for in Section 11.5(a) if the practical result of approving this application would be to place the employee on (or remove him from) refuse collection on a full-time basis. Selection for this purpose shall be in accordance with the seniority principle set forth in Section 11.2 of this Article. This Section 11.5(b) does not grant a Maintenance Equipment Operator placed on (or removed from) refuse collection any preference for particular types of work on (or off) refuse collection, or places of work, machines, or equipment.

(c) Nothing contained in this Section shall prevent the Employer from temporarily filling a posted vacancy with a bargaining unit employee until it is determined whether there are applicants with the ability to perform satisfactorily the work involved. If the vacancy persists for sixty (60) days, this job will again be considered as open for bidding by bargaining unit employees.

Section 11.6. Layoff and Recall. In the event of a reduction in the working force of a job classification, employees shall be laid off in accordance with the seniority principle set forth in Section 11.2 of this Article, with probationary employees being laid off first. In the event of an increase in the working force in a job classification following a reduction, employees will be recalled in the reverse order of their removal or displacement as the need for additional employees presents itself, provided they are qualified to perform the work available.

Section 11.7. Temporary Transfers. For the efficient and economical operation of the Employer, the Employer may transfer any employee temporarily from any classification to any other job classification to fill a temporary opening.

An employee who is temporarily transferred to a job which has a higher pay grade, and performs the duties and responsibilities of such a job for five (5) consecutive days shall be paid one hour of overtime pay at said employee's regular overtime rate for each subsequent day worked at the higher pay grade position. An employee's tenure at a temporary transfer position shall in no way be considered a promotion or shall convey any proprietary rights or privileges to that position upon the employee. Management will not arbitrarily transfer personnel to avoid this provision.

An employee who is temporarily transferred to a job which has a pay grade equal to or lower than the employee's permanent job assignment shall be paid his/her regular rate of pay.

Section 11.8. Non-Application of Seniority Rights Within Classifications. Consistent with Section 11.5(b), seniority does not give employees any preference for particular types of work within their job classification or to places of work, machines, or equipment, provided that no employee presently assigned on a regular basis to refuse collection shall be removed from refuse collection by the Employer for arbitrary, capricious, or discriminatory reasons.

Section 11.9. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged consistent with the terms of this Agreement; or

- (c) is absent for three (3) consecutive working days without notifying the Employer, unless the employee is unable to notify the Employer during that period and thereafter notifies the Employer as soon as possible; or
- (d) is laid off and fails to report for work within three (3) working days after having been recalled, unless the employee promptly notifies the Employer that he cannot report within three working days due to circumstances beyond his control and thereafter reports for work within a reasonable time (which shall not exceed fifteen (15) working days after having been recalled); or
- (e) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence. An extension of time will be granted if the employee cannot report for work within forty-eight (48) hours but reports for work within a reasonable time; or
- (f) is laid off for a period in excess of eighteen (18) months or the length of his seniority, whichever is lesser; or
- (g) retires or is retired.

ARTICLE XII

Leaves of Absence

Section 12.1. Discretionary Leaves. The Employer may at its discretion grant a leave of absence to any bargaining unit employee for good and sufficient reason. The Employer shall at its discretion set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 12.2. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 12.3. Educational Leave. Employees may be granted, upon request, a leave of absence not to exceed one (1) year without pay. All employees shall be reimbursed the cost of courses taken on job-connected schooling, which has been approved by the Employer. All employees that have been reimbursed for schooling must remain employed for one (1) year or repay all monies back to the Employer. Employees retaining a grade of A, B, or a Pass grade shall be reimbursed for the full amount of the course. Employees retaining a grade of C shall be reimbursed for 2/3 of the cost of the courses.

Section 12.4. Jury Leave. Full-time employees covered by this Agreement who are required to serve on a jury shall be paid the difference between their jury fees plus additional allowances and

their regular base rate for their normal workday (excluding any overtime) for a day on which they otherwise would be scheduled to work.

Section 12.5. Sick Leave. Employees shall be credited with eight (8) hours of paid sick leave per month for each month during which the employee has worked (or been paid for by the Employer as if worked) a minimum of 80 hours. Sick leave shall accumulate to a maximum of 1920 hours.

(a) An employee may utilize accrued (credited but unused) sick leave in the event of a serious illness of any member of the employee's immediate family, when it can be clearly shown that the employee's presence is required. For purposes of this provision, "immediate family" only includes the employee's parents, children and spouse.

(b) While the Employer retains the discretion to require substantiation of any or all sick leaves by physician's statement before paying sick leave, it will only be necessary for an employee to provide substantiation of sick leave in the form of physician's statement under one of the following circumstances:

1. For any sick leave in excess of five (5) consecutive working days; or
2. When requested to do so in a specific instance based upon the Employer's suspicion of possible abuse of the sick leave benefit.

(c) An employee who voluntarily terminates his or her employment relationship with the Village in good standing following the date of execution of this Agreement who; (a) then has a minimum of sixty (60) accrued sick leave days but not more than 119 days of accrued sick leave

shall receive compensation equal to 25% of all such accrued sick leave days at the employee's current straight-time pay rate; or (b) then has a minimum of 120 days to a maximum of 240 days of accrued sick leave shall receive compensation equal to 50% of all such days at the employee's current straight-time pay rate. No employee shall be compensated for any accrued sick leave days in excess of 240.

Section 12.6. Funeral Leave. (a) When a death occurs in an employee's immediate family (defined as spouse, children, brother, sister, mother, father, mother-in-law, or father-in-law), an employee, upon request, will be excused with pay for up to three (3) consecutive working days for the purpose of attending the funeral. Said leave will end on the day of the funeral unless the distance involved in returning from the funeral is so great that the employee cannot return on the next working day, in which event the leave of up to three (3) consecutive working days will end with the day following the funeral. In the event of the death of an employee's grandparent, the employee will be excused with pay the day of the funeral (if the funeral falls on a normal workday) to attend the funeral. The employee shall provide satisfactory evidence of the death.

(b) Funeral leave shall be at the rate of eight (8) hours per day for all employees other than Water Plant Operators. Water Plant Operators working a "4-3-3-4" schedule (excluding the "Designated Water Plant Operator") shall receive funeral leave at the rate of eleven and one-half (11 ½) hours per day. The "designated water operator" shall receive funeral leave consistent with paragraph II of the "Alternate Water Plant Schedules" letter, including the examples set forth therein, provided that in no event shall the "Designated Water Plant Operator" receive funeral leave

at a rate greater than eleven and one-half (11 ½) hours per day. Nothing contained in this Section 12.6 (b) shall be considered to alter the requirements of Section 12.6 (a).

Section 12.7. Union Leave. Leaves of absence without pay shall be granted to the extent that there is no interference with operations, to employees who are selected, delegated, or appointed to attend conventions or educational conferences of the Union, for a maximum of eighty (80) hours for the bargaining unit per fiscal year. No more than two (2) employees shall be granted such leave at the same time. Any request for such leave shall be submitted in writing by the Union to the Director of Public Works and shall be answered, in writing, within ten (10) working days.

Section 12.8. Procedure Upon Return. 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 his seniority except for his leave, he shall go directly on layoff.

Section 12.9. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or to accept employment elsewhere or for self-employment.

ARTICLE XIII

Check-Off

Section 13.1. Union Dues Deduction. (a) During the term of this Agreement, the Employer will deduct from the first paycheck of each month the uniformly required Union dues (and initiation fee, where applicable) of each employee for whom there is on file with the Employer a voluntary, effective check-off authorization in the form set forth in Appendix D to this Agreement.

(b) The amounts so deducted shall be forwarded each calendar month, not later than the 20th day thereof, to the appropriate officer of the Union, together with a list of names (and amounts) for whom deductions have been made. If the Employee has no earnings due for that paycheck, the Union shall be responsible for collecting said dues.

(c) Dental Check off. During the terms of this Agreement, the Employer shall provide members of the Union the opportunity to deduct from their paycheck the cost of the AFSCME dental program, provided that there is on file with the Employer an appropriate authorization form.

Section 13.2. Fair Share. This Section only applies to new employees hired after March 3, 2010, and/or those current bargaining unit members who rescind a dues check-off authorization after the date this Agreement becomes effective. During the term of this Agreement, such employees who are not members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided that the fair share

fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to AFSCME Council 31.

The Union shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

AFSCME Council 31 agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member

and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 13.3. Union Indemnification. The Union shall indemnify, defend and save the Employer harmless against all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer in administering this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount. A check-off authorization is revocable as provided in Appendix D.

ARTICLE XIV

Entire Agreement

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently with (or after) this Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining (except as provided for in the Grievance Procedure) for its term.

ARTICLE XV

Conformance With Law

In the event any provision of this Agreement is found by a court or administrative body with jurisdiction over the parties and subject matter to be in conflict with a state or federal statute, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon request, the parties agree to negotiate concerning a substitute for the particular provision or portion thereof, which is held unlawful or unenforceable. If the parties are unable to reach mutual agreement as to a successor provision, the law shall supersede and replace the conflicting provision.

ARTICLE XVI

Termination

This Agreement shall be effective as of the 1st day of March, 2010, and shall remain in full force and effect until the last day of February, 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to, the other party in the manner set forth in the following paragraph. To this end, the parties agree that form is of the essence and, further, that a desire to modify is not a notice of termination.

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

Notwithstanding the foregoing, either party may, upon at least ninety (90) days written notice to the other party prior to March 1, 2012, elect to reopen this agreement as provided herein. In the event such notice is given, this Agreement shall be reopened for the purpose of determining any changes in wages under Section 6.1 for the period March 1, 2012 through the end of February, 2013.

EXECUTED THIS _____ day of _____, 2010, after receiving approval by the Village Board
and ratification by the Union members.

AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO for and
on behalf of LOCAL 1891 B
VILLAGE OF GLENCOE EMPLOYEES

THE VILLAGE OF GLENCOE,
ILLINOIS

APPENDIX A
ARBITRATOR LETTER OF APPOINTMENT

Mr./Mrs./Ms. _____
Arbitrator

Re: Village of Glencoe, Illinois and Local _____, AFSCME
(Grievance No. _____)

Dear Sir/Madam:

The above-named Employer and above-named Union have selected you as impartial arbitrator to resolve whether or not the Employer violated the collective bargaining agreement between them as claimed in the grievance noted above.

If you can accept this appointment, will you please communicate with the undersigned representatives of the parties with respect to some alternative dates on which you will be available to hold a hearing. They will then attempt to select a date mutually convenient and so inform you.

The hearing shall be held in or about the area of Glencoe, Illinois, the exact location of which will be set by the parties and of which you will be informed prior to the hearing date.

You will hold a hearing at which the Union shall present its evidence (including examination and cross-examination of witnesses), the Employer its evidence (including examination and cross-examination of witnesses), with each side having the right to present evidence in rebuttal and to file a post hearing brief. Added rules with respect to the hearing and your jurisdiction as an arbitrator are set forth in the collective bargaining agreement, a copy of which will be furnished to you at the hearing.

Your fee and expenses will be shared equally by the Employer and the Union.

Very Truly Yours,

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES,
AFL-CIO, for and on behalf of
LOCAL 1891 B VILLAGE OF GLENCOE
EMPLOYEES

VILLAGE OF GLENCOE
(Glencoe, Illinois)

By _____
(Title)

By _____
(Title)

Address:

Address:

Date: _____

Date: _____

APPENDIX B
BASIC MONTHLY SALARIES

Mechanic

		Start	6 Months	12 Months	18 Months	24 Months
Current Base Salary	Monthly	4,803	4,846	4,889	4,931	4,969
3/1/2010 through last day of 2/2011	Monthly	4,803	4,846	4,889	4,931	4,969
3/1/2011 through last day of 2/2012	Monthly	4,899	4,943	4,987	5,030	5,068

Water Plant Operator

		Start	6 Months	12 Months	18 Months	24 Months
Current Base Salary	Monthly	4,268	4,306	4,347	4,385	4,422
3/1/2010 through last day of 2/2011	Monthly	4,268	4,306	4,347	4,385	4,422
3/1/2011 through last day of 2/2012	Monthly	4,353	4,392	4,434	4,473	4,510

Maintenance Equipment Operator

		Start	6 Months	12 Months	18 Months	24 Months
Current Base Salary	Monthly	3,901	3,934	3,975	4,015	4,052
3/1/2010 through last day of 2/2011	Monthly	3,901	3,934	3,975	4,015	4,052
3/1/2011 through last day of 2/2012	Monthly	3,979	4,013	4,055	4,095	4,133

Building Custodian

		Start	6 Months	12 Months	18 Months	24 Months
Current Base Salary	Monthly	3,329	3,367	3,402	3,438	3,474
3/1/2010 through last day of 2/2011	Monthly	3,329	3,367	3,402	3,438	3,474
3/1/2011 through last day of 2/2012	Monthly	3,396	3,434	3,470	3,507	3,543

All wages are expressed in terms of monthly salaries. Scheduled increases shall become effective in and for the next full pay period immediately following completion of the full monthly requirements for automatic increases. The Employer reserves the right at its discretion to place a new employee at any step on the Schedule.

APPENDIX C
MERIT PAY PLAN

Section C.1. Any employee who has completed six (6) months of continuous service with the Employer shall be eligible for merit pay increases.

Section C.2. There shall be six (6) levels of merit pay for all employees:

<u>Level</u>	<u>Current</u>	<u>Monthly Merit Pay</u> <u>3/1/2010- 2/28/2011</u>	<u>Monthly Merit Pay</u> <u>3/1/2011 - 2/29/2012</u>	<u>Monthly Merit Pay</u> <u>3/1/2012 - 2/28/2013</u>
1	117	117	117	117
2	217	217	217	217
3	434	434	434	434
4	496	496	496	496
5	605	605	605	605
6	719	719	719	719

Section C.3. The granting or revocation of merit pay, or the failure to grant merit pay, and/or the amount of said grant or revocation of merit pay shall be at the sole discretion of the Employer, provided that once granted, merit pay shall not be reduced during the relevant twelve (12) month period.

Section C.4. The Union may file a grievance at Step 2 of the grievance procedure concerning the application of this Article (Appendix). This Article (Appendix) shall not, however, be subject to arbitration.

Section C.5. The Employer shall utilize a point system for the purposes of evaluation employees for merit pay.

APPENDIX D
AUTHORIZATION FOR DEDUCTION OF UNION DUES

I hereby authorize the Village of Glencoe to deduct from my pay the uniform dues and initiation fees of the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 31, and remit said amounts to the Union.

I understand that I may not cancel this authorization from the date I sign it until the next anniversary (or the termination) date of the current labor agreement between the Union and the Employer.

Print Name

Signature

Date

MEMORANDUM # 1 - SUBSTANTIATION OF SICK LEAVE

Mr. Robert Breving
AFSCME, AFL-CIO
1020 South Wabash, #703
Chicago, Illinois 60605

Re: Memorandum of Understanding
(Substantiation of Sick Leave)

Dear Mr. Breving:

Confirming representations made in prior negotiations, the Village of Glencoe (hereinafter called the "Employer") and the Village of Glencoe Employees, Council 101, American Federation of State, County and Municipal Employees, AFL-CIO for and on behalf of Local 1891 B Village of Glencoe Employees (hereinafter called the "Union") agree as follows:

1. Effective September 6, 1978, the following procedure respecting the requiring of unit employees to substantiate sick leave by a physician's statement shall be placed into effect on a trial basis.
2. Unless the Employer has reason to suspect an abuse of sick leave, an employee who has accumulated the maximum possible number of positive credits under the Employer's no-fault absenteeism control plan or who has a cumulative total of 57 positive credits for the preceding twelve (12) under that plan will not be required to substantiate sick leave by a physician's statement. The Employer may at its discretion require substantiation of sick leave by a physician's statement of any employee who does not meet one of the aforementioned requirements.
3. So long as this Memorandum of Understanding remains in effect, no grievance shall be filed concerning the requirement by the Employer that an individual employee substantiate sick leave by a physician's statement unless the employee meets one of the requirements of paragraph 2.

4. Except as expressly provided herein, nothing herein shall be construed as a waiver by either party of its rights under the collective bargaining agreement. To the extent any rights may have been waived by entering into this agreement, said waiver shall not be considered as precedential and shall expire upon termination of this Memorandum of Understanding.
5. It is expressly agreed that the fact that the Employer, consistent with the terms of this Memorandum of Understanding, does not require an employee to substantiate sick leave by a physician's statement shall not in any manner be used against it in any proceeding.
6. This Memorandum of Understanding shall remain in full force and effect until March 1, 2013, unless terminated by the Employer. Written notice of intent to terminate this Memorandum of Understanding shall be given by the Employer ten (10) working days in advance. Upon request, the Employer shall meet with the Union to discuss said termination. Termination of this Memorandum of Understanding shall in no way affect the Basic Labor Agreement in effect between the parties.

Very Truly Yours,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

By Michael J. Rybicki

Accepted on behalf of the Union

Accepted on behalf of the Employer

By:/s/ Ted L. Loda

Dated: February 14, 2003

By:/s/ David C. Mau

Dated: February 14, 2003

MEMORANDUM # 2 - OVERTIME ASSIGNMENT

Mr. Henry Bayer
Director, Council 101
AFSCME, AFL-CIO
1020 South Wabash, #703
Chicago, Illinois 60605

Re: Memorandum of Understanding
(Overtime Assignment)

Dear Mr. Bayer:

Confirming representations made in negotiations, the Village of Glencoe (hereinafter called the "Employer") and the Village of Glencoe Employees, Council 101, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter called the "Union") agree as follows:

1. With respect to employees assigned (and performing) refuse collection, the application of Section 5.5 (Overtime Assignments) shall be modified in the following manner.
2. The Employer shall continue its present practice of not calling such employees to return to the Village of Glencoe during those nights immediately preceding the days on which those employees are scheduled to collect refuse on their routes. Thus, for the purposes of securing volunteers, on such occasions said employees shall be treated as if they filed a request to be excused from overtime as provided in Section 5.5 (c).
3. In the event there are insufficient volunteers to perform the overtime in question, the Employer shall assign overtime as provided in Section 5.5 (a), except the Employer shall skip the employees not called in accordance with paragraph 2 above. If after following this procedure, the Employer has not

secured a sufficient number of employees, the Employer may assign such employees overtime following the procedure set forth in Section 5.5 (a).

Very Truly Yours,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

By Michael J. Rybicki

Accepted on behalf of the Union

Accepted on behalf of the

Employer

By: /s/ Henry Bayer

Dated: September 18, 1978

By: /s/ Robert Goodin

Dated: September 6, 1978

MEMORANDUM # 3 - POSTING OF VACANCIES

Mr. Henry Bayer
Director, Council 101
AFSCME, AFL-CIO
1020 South Wabash, #703
Chicago, Illinois 60605

Re: Memorandum of Understanding
(Posting of Vacancies)

Dear Mr. Bayer:

In the course of negotiations, the following two examples concerning the operation of Section 11.5 (b) were discussed and agreed to by the parties as being correct. They are hereby incorporated in the Agreement as reflecting the intent of the parties.

Example 1

A Maintenance Equipment Operator regularly assigned to refuse collection on a full-time basis as a "crew chief" on "Route #1" terminates his employment with the Employer. Before the Employer may hire a new bargaining unit employee and assign him to refuse collection on a regular full-time basis, it must, consistent with Article XI, grant the request of a qualified Maintenance Equipment Operator not regularly assigned to refuse collection on a full-time basis to be so assigned. Nothing in the Agreement, however, requires that the Employer assign or grant preference to such a Maintenance Equipment Operator as either a "crew chief" or to "Route #1" or any other particular refuse collection assignment.

Example 2

A Maintenance Equipment Operator not regularly assigned to refuse collection on a full-time basis terminates his employment with the Employer. For purposes of this example, it is assumed that the principal assignment of the terminating Maintenance Equipment Operator was operating the Sweeper. Before the Employer may hire a new bargaining unit employee and give him an assignment other than refuse collection on a regular full-time basis, it must, consistent with Article XI, grant the request of a qualified Maintenance Equipment Operator regularly assigned to refuse collection on a full-time basis to be removed from refuse collection in a regular full-time basis. Nothing in the Agreement, however, requires that the Employer assign or grant preference to such a Maintenance Equipment Operator to operating the Sweeper or any other particular assignment.

Very Truly Yours,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

By Michael J. Rybicki

Accepted on behalf of the Union

Accepted on behalf of the

Employer

By: /s/ Henry Bayer

Dated: September 18, 1978

By: /s/ Robert Goodin

Dated: September 6, 1978

MEMORANDUM # 4 - WATER PLANT OPERATOR'S SCHEDULE

MEMORANDUM OF AGREEMENT

The Village of Glencoe (hereinafter called the "Employer") and Council 31, American Federation of State, County and Municipal Employers, AFL-CIO (hereinafter referred to as the "Union"), for and on behalf of Local 1891 B Village of Glencoe Employees, agree as follows:

1. "4-3-3-4" Schedule

1. Except as provided below, the Employer shall continue the so-called "4-3-3-4 Schedule" (see Attachment 1) for employees assigned to work in the Water Plant for the term of the collective bargaining agreement to which this letter is attached, subject to provisions of Article XVI.
2. While the 4-3-3-4 Schedule is in effect, the following shall apply with respect to employees assigned to work in the Water Plant:
 1. The normal work cycle shall be as follows (plus such additional time as may, from time to time be required in the judgment of the Employer to serve its citizens):

"Twenty-eight (28) Consecutive Days Schedule"

<u>Consecutive Shifts Worked</u>	(followed by)	<u>Consecutive Days Off</u>
----------------------------------	---------------	-----------------------------

Four (4)		Three (3)
Three (3)		Four (4)
Three (3)		Four (4)
Four (4)		Three (3)

2. Days off will rotate at the end of four (4) twenty-eight (28) day cycles as illustrated in Attachment 1.
3. The normal workday shall consist of eleven and one-half (11-½) hours of work, which will be interrupted by a thirty (30) minute lunch. Because Water Plant Operators working the 4-3-3-4 Schedule are not free to leave the facility during their lunch period, the Employer will pay for the one-half (½) hour lunch, provided that it is expressly

agreed that this payment shall not be considered as payment for time worked. Water Plant Operators are expected at some time during their shift to take a one-half ($\frac{1}{2}$) hour duty free lunch and record this time. This paid lunch shall not be considered as "time worked" under any provision of the Agreement.

4. While the 4-3-3-4 Schedule is in effect, the Agreement between the Employer and the Union is further amended as follows with respect to employees assigned to work in the Water Plant:
5. Section 5.2. Normal Workweek for Water Plant. This subsection shall be suspended and the preceding set forth in this letter shall prevail.

Section 5.4. Overtime Premium. Designate the present paragraphs as "(a)," and add a new "(b)," as follows, which subsection 5.4(b) shall apply only to employees assigned to work in the Water Plant:

(b) Employees Assigned Overtime (4-3-3-4 Schedule). Time and one-half ($1\frac{1}{2}$) an employee's rate of pay will be paid for all time worked in excess of eleven and one-half ($11\frac{1}{2}$) hours in one workday or in excess of forty-six (46) hours or thirty-four and one-half ($34\frac{1}{2}$) hours per week, depending upon whether the employee is scheduled to work four (4) days or three (3) days in that seven (7) day period of the cycle.

Section 7.3. Holiday Pay. Add a new "(c)," which subsection 7.3(c) shall apply only to employees assigned to work in the Water Plant:

(c) Employee Holiday Pay (4-3-3-4 Schedule). For each such holiday, when worked, an eligible employee shall receive eight (8) hours pay at his regular straight-time hourly rate plus time-and-one-half ($1\frac{1}{2}$) pay for all hours worked on the calendar holiday.

Section 7.6. Equalization. The Employer shall be under no obligation to attempt to equalize holidays occurring during any period the 4-3-3-4 Schedule is in effect.

Section 8.6. With respect to employees assigned to work in the Water Plant, the provision "(maximum forty (40) hours per week)" shall be amended to provide as follows: "(maximum forty-six (46) hours or thirty-four and one-half (34 ½) hours per week, depending upon whether the employee is scheduled to work four (4) days or three (3) days in that seven (7) day period of the fifty-six (56) of twenty-eight (28) day cycle)."

2. "Four Day Schedule"

1. In the event that the Employer's table of organization authorizes more than four (4) water plant operators, the Employer may designate a water plant operator (the "designated water plant operator") to serve two primary functions:
 - a. perform maintenance on a shift designated by the Employer; and
 - b. work as a relief operator on a shift designated by the Employer.

None of the current (5/16/90) water plant operators will be designated by the Employer as the designated water plant operator without their consent.

2. When not required to perform relief, the normal workweek for the designated water plant operator shall consist of forty (40) hours and the normal workday shall consist of either four (4) days of ten (10) hours work in a twenty-four (24) hour period, which may be interrupted by a thirty (30) minute unpaid lunch or five (5) days of eight (8) hours of work in a twenty-four (24) hour period, which may be interrupted by a thirty (30) minute unpaid lunch.
3. It is recognized that this designated water plant operator will also act as a relief operator to cover scheduled or unscheduled time off.
 1. If as a relief operator, the designated water plant operator covers three (3) or fewer eleven and one-half (11 ½) hour shifts, he shall still be scheduled to work forty (40) hours per week. An example of such a schedule is as follows:

Example If Working Four (4) Day Week

Monday (Maintenance)	- 10.0 hours of working time
Tuesday (Relief)	- 11.5 hours of working time
Wednesday (Relief)	- 11.5 hours of working time
Friday (Maintenance)	- <u>7.0</u> hours of working time
	40.0 hours of working time

All time set forth in this example would be at straight time. If the designated water plant operator worked in excess of the unit of hours outlined above on any day, he would be paid overtime for any excess hours actually worked in that day, i.e., after 10 hours on Monday, after 11.5 hours on Tuesday and Wednesday, and after 7 hours on Friday. On those shifts when the designated water plant operator is working relief, he shall receive a paid lunch in accordance with I(B) (3) of this letter.

Example If Working Five (5) Day Week

Monday (Maintenance)	- 8.0 hours of working time
Tuesday (Relief)	- 11.5 hours of working time
Wednesday (Relief)	- 11.5 hours of working time
Thursday (Maintenance)	- 8.0 hours of working time
Friday (Maintenance)	- <u>1.0</u> hours of working time ¹
	40.0 hours of working time

All time set forth in this example would be at straight time. If the designated water plant operator worked in excess of the unit of hours outlined above on any day, he would be paid overtime for any excess hours actually work done

¹ By mutual agreement of the employee and Employer, if the remaining unit of hours for the fifth day is less than four (4) hours, those hours may be worked another day that week but at straight time rates. In this example, the one (1) hour on Friday might be scheduled by mutual agreement for Thursday, in which case the employee would work nine (9) hours at straight time rates.

that day, i.e., after 8 hours on Monday and Thursday, after 11.5 hours on Tuesday and Wednesday, and after 1 hour on Friday.

2. If the designated water plant operator works four (4) or more eleven and one-half (11 ½) hour shifts in any workweek, overtime shall be paid in accordance with applicable law.
4. The designated water plant operator shall be paid for holidays and vacation the same as all other water plant operators but shall not receive the additional compensatory day provided for at Section 7.7.
5. Except as otherwise provided in paragraph II of this letter, the provisions of paragraphs I and III of this letter shall apply to the designated water plant operator.

3. General

1. Any holiday falling during any water plant operator's vacation will be cashed out at the straight-time rate of eight (8) hours pay. This paragraph III (A) supersedes Section 7.5.
2. In order to facilitate the scheduling of the designated water plant operator to function as a relief operator, except in the case of an emergency, seven (7) calendar day advance notice shall be given by any water plant operator of a desire to take a floating holiday (Section 7.2) or compensatory holiday (Section 7.7) and vacations.

VILLAGE OF GLENCOE COUNCIL 31, AMERICAN FEDERATION
(Glencoe Illinois) OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO FOR AND ON BEHALF OF
LOCAL 1891 B VILLAGE OF GLENCOE EMPLOYEES

By: /s/ Peter B. Cummins

By: /s/ Ted L. Loda

Attachment 1

	W	TH	F	S	S	M	T
1st 28 days	A B	A B	A B	A B	C D	C D	C D
2nd 28 days	B A	B A	B A	B A	D C	D C	D C
3rd 28 days	A B	A B	A B	A B	C D	C D	C D
4th 28 days	B A	B A	B A	B A	D C	D C	D C
5th 28 days rotation after first 14 days							
	A D	A D	A D	A D	C B	C B	C B
2nd 14 days	D C	D C	D C	D C	B A	B A	B A

MEMORANDUM # 5 - INSURANCE COMMITTEE

March 1, 2006

Mr. Osvaldo Valenzuela
Staff Representative
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: Insurance Committee

Dear Mr. Valenzuela:

In negotiations leading to the 2006-2010 agreement, the Village and the Union expressed a mutual concern over rising insurance costs. The parties agreed that representatives of the Employer and the Union will meet from time to time to discuss matters of mutual interest concerning ways to provide quality medical coverage to employees at a reduced cost, as well as measures to control or limit future insurance costs. The Employer and the Union agrees to meet upon request of either party (and with reasonable frequency) at times mutually agreeable to discuss matters of mutual concern respecting insurance costs and related matters. It is expressly understood that such meetings are advisory only, and do not constitute bargaining or grievance sessions.

Please sign this letter in the space provided below if the foregoing correctly reflects the understandings of the parties.

Very Truly Yours,

SEYFARTH, SHAW LLP.

By Robert J. Smith Jr.

Accepted: /s/_Osvaldo Valenzuela_
On behalf of the Union

February 29, 2006

MEMORANDUM # 6

LETTER OF UNDERSTANDING

This is a Letter of Understanding between the Village of Glencoe (hereinafter referred to as the "Employer") and Council 31, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") for and on behalf of Local 1891 B Village of Glencoe Employees. This Letter of Understanding is intended to memorialize certain voluntary, mutual agreements reached between the Village and the Union during the term of their existing Collective Bargaining Agreement. The parties hereby agree as follows:

1. The Union acknowledges that it has been notified of the Employer's plan to: 1) eliminate regularly scheduled overtime work for bargaining unit employees ("Employees"), including Saturday overtime, commencing October 14, 1991; 2) incorporate special pick-ups into the regular refuse routes effective October 14, 1991; and 3) require at least one refuse crew per workday to remain at work following the completion of their route duties until 3:30 p.m., for the purpose of retrieving missed refuse and performing such other duties as may be assigned by the Employer. The Union has no objection to such plans and hereby expressly waives any right it may have to bargain over the decisions referred to in this paragraph, including the impact of such decisions by the Employer upon the wages, hours and terms and conditions of employment of Employees.

2. It is expressly agreed between the Union and the Employer that this Letter of Understanding shall not be construed as a limitation on the Employer's management rights as set forth in the existing Collective Bargaining Agreement, including but not limited to the Employer's right to schedule and assign work, including the assignment of overtime. This Letter of Understanding shall not be construed as an acknowledgment by the Employer that it had any duty to bargain with the Union over any or all of the matters referred to in Paragraph One.

3. It is the intent of the Union and the Employer that this Letter of Understanding shall not affect the alternate Water Plant schedules described in a letter dated September 18, 1990 (Memorandum # 4), which has previously been agreed to, by the Employer and the Union.

4. The parties agree that this Letter of Understanding shall terminate as of the same date their existing Collective Bargaining Agreement terminates. Except as modified herein, all other provisions of the existing Agreement between the Employer and the

Union shall remain in full force and effect through the remaining term of their Collective Bargaining Agreement.

Executed this 10th day of October, 1991, after receiving approval by the Village Board and ratification by the Union membership.

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES,
AFL-CIO, for and on behalf of
LOCAL 1891 B VILLAGE OF GLENCOE
EMPLOYEES

VILLAGE OF GLENCOE

/s/ Ted L. Loda 10/10/91
Title Date

/s/ Peter B. Cummins 10/10/91
Title Date