

EXHIBIT "A"

**AGREEMENT
BETWEEN
VILLAGE OF HARTFORD, ILLINOIS
AND
UNITED STEEL, PAPER and FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL and SERVICE WORKERS INTERNATIONAL UNION (USW)**

AFL-CIO-CLC

MAY 1, 2009 THROUGH APRIL 30, 2013

POLICE CLERKS & WATER CLERKS

AGREEMENT

This Agreement entered into as of the **1st day of May, 2009**, by and between the Village of Hartford, Illinois, (hereinafter referred to as the "Employer") and the United Steelworkers, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, (USW) AFL-CIO-CLC, (hereinafter referred to as the "Union"). It is the intent and purpose of the parties to this Agreement to set forth herein their entire Agreement covering rates of pay, wages, hours of employment and other conditions of employment; to maintain harmonious relations between the Employer and the Union; and to provide for the prompt and fair settlement of grievances without any interruption of, or other interference with, the operation of the Village.

ARTICLE I – RECOGNITION

Section 1. The Village of Hartford recognized the United Steelworkers, AFL-CIO-CLC as the sole and exclusive collective bargaining agency in respect to wages, hours and other working conditions for all Police Clerks and Water Clerks, employed in the Village of Hartford, Illinois, excluding elected Officers, part-time employees and all other employees. Such excluded employees shall not be eligible for membership in the Union.

In the event the unit is decreased to only one (1) employee, the unit will be considered a unit for recognition and collective bargaining.

Section 2. New Classifications. If the inclusion of a new position or classification is agreed to by the parties or deemed appropriate under the Act the parties shall negotiate as to the proper pay grade the appropriate unit and proper classification. If no agreement is reached within **thirty (30) calendar days** from the date its inclusion was determined, the Union may appeal the decision to the arbitration step in the Grievance Procedure.

ARTICLE II - UNION SECURITY

Section 1. Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Article I, **thirty-one (31) days** after the start of their employment with the Employer or after the effective date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equivalent to the periodic monthly dues uniformly required of Union members.

Section 2. Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under the Agreement to represent all employees included within the various collective bargaining units without regard to whether or not the employee is a member of the Union. The Union further agrees that it shall accept into membership each employee who becomes eligible to be a member of the collective bargaining units and who tenders to the Union the periodic monthly dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

ARTICLE III - CHECK-OFF

Section 1. Check-off.

(A) During the life of this Agreement, the Employer agrees to deduct Union periodic monthly membership dues and initiation fees or the service fee equivalent to the Union's periodic monthly membership dues from the pay of each employee who voluntarily executes and files with the Employer a proper check-off authorization form. The following check-off authorization forms shall be used exclusively and shall be supplied by the Union:

CHECKOFF AUTHORIZATION
FOR UNITED STEEL WORKERS

City

Address

_____, 20____
Date

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Village of Hartford, Illinois, monthly dues, assessments, and (if owing by me) an initiation fee each as designated by the International Treasurer of the Union, as my membership dues in said Union.

The aforesaid membership dues shall be remitted promptly by you to the International Treasurer of the United Steelworkers, or its successor - P.O. Box 98517, Chicago, Illinois 60693.

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This assignment and authorization shall be effective and cannot be canceled for a period of **three (3) years** from such date appearing above or until the termination date of the current collective bargaining Agreement between the Village of Hartford, Illinois, and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of **three (3) years** from such date. I agree that this authorization and assignment shall become effective and cannot be canceled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the Village of Hartford, Illinois, in which I am then employed an individual written notice signed by me and which shall be postmarked or received by the Mayor within **fifteen (15) days** following the termination date of any collective bargaining Agreement between the Village and the Union. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

Local Union No. _____
United Steelworkers

Signature

Witness

Check No. _____

Ledger No. _____

(B) A properly executed copy of the written check-off authorization form for each employee for whom dues, initiation and service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written check-off authorization forms which have been properly executed and are in effect. Any written authorization which lacks the employee's signature, will be returned to the Union by the Employer.

(C) Deductions for dues, initiation and service fees for any calendar month shall be made from the **first (1st) pay period** of that month, provided the employee has sufficient net earnings to cover the dues, service fee equivalent, and/or initiation fee. In the event an employee is absent from work during the **first (1st) pay period**, such deduction shall be made from the first period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than the **fifteenth (15th) day** of each month.

(D) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws refund to the employees will be made by the Union.

(E) The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts. The Employer agrees to furnish the designated financial officer of the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted.

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(F) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check-off authorization form, no further deductions shall be made until the matter is resolved.

(G) The Employer shall not be responsible for Union dues or service fees after an employee's employment relationship with the Employer has ended.

(H) The Employer shall not be liable to the Union, its members or the employees it represents once such sums have been remitted to the Union and further, shall not be liable if such sums are lost when remitted by the United States Postal Service.

(I) All dues, initiation fees and service fees so deducted shall be sent to the International Treasurer of the United Steelworkers, AFL-CIO-CLC, at P.O. Box 98517, Chicago, Illinois 60693.

(J) The Unions agree to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues, the service fee equivalent, or initiation fees, and to indemnify and defend the Employer against any and all claims, demands, suits, or other forms of liability that may arise out of or by reasons of actions taken or not taken by the Employer pursuant to this Section.

ARTICLE IV – MANAGEMENT RIGHTS

Section 1. The Union recognizes that the management of the Village of Hartford and the direction of the employees is vested exclusively with the Village, including but not limited to all rights and authority granted by law. Such rights will not be exercised inconsistently with other terms of this Agreement. Except as otherwise expressly stated herein, the Village of Hartford's policies are not to be considered a part of this Agreement. These rights include, but are not limited to:

(A) The right to determine its mission, policies and to set forth all standards of service offered to the public;

(B) To plan, direct, control and determine the operations or services to be conducted by employees of the Village of Hartford;

(C) To determine the methods, means and number of employees needed to carry out the mission of the Village of Hartford;

(D) To direct the entire working force of the Village;

(E) To establish reasonable work standards;

(F) To select, hire, schedule, assign and evaluate work of bargaining unit employees;

(G) To demote, suspend, discipline or discharge employees for proper cause;

(H) To lay off or relieve employees due to lack of work or a bona fide lack of funds;

(I) To make, publish and enforce reasonable rules and regulations;

(J) To introduce new or improved methods, equipment or facilities;

(K) To contract out for goods and services, provided that such contracting out is not for bargaining unit work.

(L) To determine the purpose and mission of the Village and the amount of budget to be adopted thereto.

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Section 2. Nothing in this Agreement shall be deemed to limit or restrict the Village in any way in the exercising of the customary functions of management, except that these management rights shall not be used for the purpose of discrimination against any employee because of Union activities, nor shall they be exercised in violation of any specific provisions of this Agreement. If such rights are used in violation of this Agreement, such rights will be subject to the Grievance Procedure set forth in this Agreement.

ARTICLE V – NO STRIKE - NO LOCKOUT

Section 1. The Union agrees that neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walkout, slowdown, sit-in, or stay-in; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful, and proper performance of their duties, including taking part in a labor dispute at any place of business, including when a labor dispute exists at any place of business within the Village or with any other Labor Organization including the United Steelworkers Union. The Union shall not cause, authorize, sanction, or condone, nor shall any employee covered by this Agreement take part in, any picketing of the Employer's building, offices, or premises of elected or appointed Village Official's or representative's residence, place of employment or business.

Section 2. Any employee in violation of provisions of Section 1 shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the Grievance and Arbitration Procedure regarding discipline imposed for a violation of Section 1 shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited in Section 1.

Section 3. During the life of this Agreement, the Employer, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 1, agrees to not lockout any employees covered by this Agreement.

ARTICLE VI - SENIORITY

Section 1. Seniority Definition. Seniority shall be defined as the length of the employee's (excluding part-time employees) continuous service with the Village of Hartford, Illinois, since his last date of hire within the department. An employee's "last date of hire" shall be the most recent date upon which he first commenced work. Employees who commence work on the same date shall be placed on the seniority list in accordance with drawing a number. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. For determining sick leave and vacation entitlement, the employee's years of service with the Village shall be used.

Section 2. Probationary Period. All new bargaining unit employees shall be considered probationary employees during the first **twelve (12) months** of hire, after which time their seniority shall relate back to their last date of hire within the department. Until an employee

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has completed the probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without recourse to the Grievance and Arbitration Procedure. There shall be no seniority among probationary employees.

Section 3. Loss of Seniority. An employee's seniority and his employment relationship with the Employer shall terminate for any of the following reasons:

- (A) if he resigns, quits, or retires;
- (B) if he is discharged or terminated and the termination or discharge is not reversed through the procedures set forth in this Agreement;
- (C) if he has been on layoff status for a period of **one (1) year**;
- (D) if he is absent from work for **three (3) consecutive working days** without valid excuse;
- (E) if he fails to return on the required date from a leave of absence or disciplinary suspension;
- (F) if he is convicted of a felony or misdemeanor involving moral turpitude;
- (G) if he makes a willfully false statement on his employment application, on an application for leave of absence, any police report or other Village report;
- (H) if he fails to report for work within the **one (1) week** following notification of recall from layoff sent by Certified Mail, Return Receipt Requested, to his last known address;
- (I) if he has been on sick leave for a period of **eighteen (18) months**.

ARTICLE VII – LAYOFF AND RECALL

Section 1. Layoffs. In the event the work force is reduced, the first employees to be laid off shall be probationary employees. Thereafter, further reductions in the work force shall be on the basis of inverse seniority; provided, however, that the senior employees retained have the necessary present training, ability, and experience to perform the remaining required work.

Section 2. Recall. In the event the work force is increased following a reduction, recall to work shall be in the inverse order of layoff, provided the employee recalled is able to perform the required work.

ARTICLE VIII - HOURS OF WORK, WORK WEEK, AND OVERTIME

Section 1. Normal Work Period - Workday. An employee's normal work period shall consist of **forty (40) hours** of work performed in a period of **five (5) consecutive calendar days**. Beginning at **8:00 A.M. Monday** through **5:00 P.M. Friday** with a **one (1) hour** lunch break. The normal workday shall consist of **eight (8) hours** of work performed within a period of **twenty-four (24) consecutive hours** commencing from the start of an employee's regularly scheduled shift. These definitions shall not constitute a guarantee by the Employer of any number of hours per workday or per work week, or a limitation on the Employer's right to schedule and require work in excess of the normal workday or normal work period.

Section 2. Scheduling. The Employer shall have the right to freely determine, establish, and modify scheduling and manpower requirements including, but not limited to, the number of

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shifts, the starting and quitting times for all shifts and the manpower requirements for each shift, provided however, at least **sixteen (16) hours** of off-duty time is normally scheduled between the end of one shift and the start of another. For the purposes of this Agreement, work hours shall be considered as "scheduled" if assigned to the schedule **forty-eight (48) hours** or more in advance; work hours shall be considered as "unscheduled" if assigned to the schedule less than **forty-eight (48) hours** in advance. It is understood that the Employees covered by this Agreement have first rights to all assignments of Water Clerk and Police Clerk.

Section 3. Overtime. The Employer has the exclusive right to determine when and if overtime is needed and the number of employees needed to complete the job. All employees shall be required to work reasonable amounts of overtime upon request.

There shall be no pyramiding of overtime compensation. "No pyramiding of overtime" means that premium paid compensation shall not be paid more than once for the same hours under any provision of this Agreement.

No employee will be required to work more than **sixteen (16) consecutive hours** so long as other employees are available.

Section 4. Premium Pay.

(A) Time and one-half (1 ½) an employee's straight time rate of pay shall be paid for all hours actually worked in excess of **eight (8) hours** in a work day or **forty (40) hours** in a work week. Call-outs and unscheduled hours will be paid for at the rate of time and one-half (1 ½).

(B) **Straight-Time Regular Rate of Pay.** An employee's straight-time regular rate of pay shall be determined by dividing his annual base salary by **two thousand eighty (2,080) hours**. Overtime payments will be based on longevity pay, and base wages.

(C) "Hours Actually Worked" is defined as those hours in which an employee is working while on assigned duty for the Village, attending training courses as assigned by the Village, on approved sick leave or Family Medical Leave Act Absence, and vacation days.

Section 5. Call-outs. All call-outs shall be paid at the premium rate of time and one-half with a guaranteed minimum of **three (3) hours** pay.

Section 6. Voting on Election Day. The Village shall adhere to the Illinois Compiled Statutes for voting on election days.

ARTICLE IX – LEAVES

Section 1. Sick Leave.

(A) Full-time bargaining unit employees shall accumulate sick leave credit beginning with their date of employment and shall be eligible to use such leave only after they have accumulated it.

(B) All bargaining unit employees shall be allowed a leave of absence from duties due to sickness or non-service connected disability after **ninety (90) days** of employment with the Village.

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(C) Sick leave shall accumulate at the rate of **one (1) workday** for each calendar month of continuous service during which there were no unpaid leaves of absence.

(D) Any unused hours so accrued during any anniversary year can be carried over into succeeding anniversary years until an employee has accumulated a total of **five hundred twenty (520) hours** of sick leave.

Once an employee accumulates **five hundred twenty (520) hours**, said employee will automatically receive the difference between his accumulated leave and **five hundred twenty (520) hours** of sick leave on each anniversary date thereafter, causing him to have a total of **five hundred twenty (520) hours** of sick leave at the beginning of each anniversary year thereafter.

(E) Sick leave will be charged in increments of **two (2) hours** or greater. Sick leave can be used for Family Medical Leave Act time of work.

(F) Employees returning from injury or illness of **two (2) working days** or more shall be required to furnish the Village a release from their physician prior to commencing work. The Village reserves the right to require the employee, at Village expense, to be examined by the Village's doctor prior to returning to work.

(G) Vacation benefits will continue to accrue during periods of service-connected disability and/or sick leave.

(H) An employee absent because of illness must phone his supervisor **one (1) hour** prior to his scheduled starting time.

(I) An employee who takes sick leave shall, immediately upon his return to duty, fill out and file with the village a certificate to be furnished by the Employer, stating the cause of absence and the amount of sick leave time requested.

(J) Employees who use all of their sick leave will have the right to revert to the Illinois Municipal Retirement Fund for compensation for hours missed.

(K) Employees who use all of their sick leave contrary to the provisions of this Article, or through any misrepresentations made by the employee or by others on his behalf, he shall reimburse the Village in an amount equal to the sick leave pay so received, and said employee shall be subject to discipline.

Section 2. Sick Leave Compensation. The rate of sick leave pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the sick leave is being taken.

There shall be no pyramiding of sick leave benefits. Any employee who receives remuneration for sick leave or lost income under an Employer-sponsored insurance plan shall forthwith transmit said remuneration to the Village through the Treasurer.

Section 3. Unpaid Personal Leave. Any leave of absence for any length of time is subject to Village Board approval. Authorization or denial of the leave request shall be furnished to the employee in writing by the Employer. If the Village Board or its designated representative cancels a leave granted under this Section, the employee shall be notified by certified mail, return receipt requested, and must thereafter return to work within **five (5) days** unless other arrangements are made with the Employer.

Section 4. Allowance for Jury or Witness Service. An employee who is called for jury service or subpoenaed as a witness for an incident that occurred while in the line of duty, shall

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be excused from work for the days on which he serves. "Service," as used herein, includes required reporting for jury or witness duty when summoned until excused for the day. If the employee is not used for such service he shall report his availability for work to the Mayor (or his designate) if he had been scheduled for duty on the date he was called for jury or witness service. If the employee is used for jury duty, he shall receive, for each such day of service on which he otherwise would have worked, the difference between the payment he receives for such service and the amount of his regular daily rate of pay. The employee will present proof to the Employer that he did serve or report as a juror or was subpoenaed and reported as a witness, and the amount of pay, if any, received therefore.

Section 5. Funeral Pay. In case of death in the immediate family of a full-time, bargaining unit employee, said employee will be granted a leave of absence with full pay for a period not to exceed **three (3) calendar days** including the day of the funeral; and provided the employee attends the funeral of the deceased on a day of the paid leave. The employee will be paid for only the regularly scheduled workdays of the designee.

"Immediate family" and step family members, shall be defined as the employee's parents, spouse, spouse's child, child, brother, sister, half brother, half sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, grandparents, aunt and uncle, step-family.

Additional time without pay may be granted at the sole discretion of the Mayor or his designee.

ARTICLE X – HOLIDAYS

Section 1. The following days shall be considered as holidays:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Personal Day

Section 2. It shall be understood that a holiday shall be from **12:01 A.M.** to the midnight immediately following.

Section 3. To be eligible for un-worked holiday pay, the employee must work all the hours scheduled on the last scheduled work day before the holiday and the first scheduled work day following the holiday.

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Section 4. All employees will receive, for non-worked holidays, **eight (8) hours'** pay at their regular straight-time rate of pay.

Section 5. Employees who work on any holidays listed in Section 1, with the exception of the Personal Day, shall be paid at **time and one-half (1 ½)** for hours worked, in addition to the **eight (8) hours** of holiday pay. If an employee who works on a holiday is required to extend his shift, he shall be paid at the rate of double time and one-half (2 ½) for any such extended time.

Section 6. Personal Days. All bargaining unit full-time employees will be entitled to **one (1)** Personal Day per fiscal year. Use of such day shall be requested at least **forty-eight (48) hours** in advance and shall be taken upon approval of the ranking officer or designated supervisor. The Ranking Officer or Supervisor may waive the **forty-eight (48) hour** advance request provision if, at his sole discretion, such waiver is warranted.

An employee will be allowed to take his Personal Day upon proper request to the Supervisor so long as his taking such leave does not adversely affect the operations of the Village.

ARTICLE XI - VACATIONS

Section 1. Eligibility. All full-time employees of the Village who have been employed for at least **one (1) full year** from their anniversary date shall become eligible for vacation as indicated by the following table:

<u>Seniority</u>	<u>Hours' Pay Annually</u>	<u>Scheduled Time Off</u>
Having completed 1 year	2 weeks - 80 hours	10 days
Having completed 5 years	3 weeks - 120 hours	15 days
Having completed 10 years	4 weeks - 160 hours	20 days
Having completed 15 years	5 weeks - 200 hours	25 days

Section 2. Probationary employees will accrue benefits for later use pending the successful completion of the probationary period.

Section 3. Vacation Scheduling. Vacation will so far as practicable be granted at times most desired by employees; employees with greater seniority being given preference as to choice as long as such time off does not unreasonably interfere with the efficient operation of the Village. Vacation and comp days shall run from **January 1** of the calendar year to **December 31** of that year.

Section 4. Vacation leave may be requested, approved and taken in increments of less than **forty (40) hours**. When the employee has requested such vacation **forty-eight (48) hours** in advance, employees will be allowed to take vacation a day at a time.

Section 5. Vacation. Employees assigned vacation under this Section will be paid their vacation based on their base rate, inclusive of an interim wage increases implemented during the vacation leave.

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Section 6. In the event a holiday falls during an employee's vacation, the employee shall receive an additional day off at their regular straight-time hourly rate of pay.

Section 7. Should it not be possible for an employee to use all of his vacation leave prior to his retirement, death or separation from employment, payment shall be made to the employee, or where appropriate, to his estate for any unused vacation leave accumulated. In the event an employee is unable to take his vacation before the end of the fiscal year, they will be paid for unused vacation or allowed to rollover the unused vacation into the first **three (3) months** of the following year.

ARTICLE XII - GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement or the Union concerning the application and interpretation of a specific provision or provisions of the Agreement as written.

Section 2. Grievance Procedure. All grievances shall be processed in the following manner:

Step 1. Verbal Procedure. Within **five (5) days** of occurrence of the incident giving rise to a grievance, or within **five (5) days** following the date the employee first reasonably should have known of the events giving rise to the grievance, the employee affected shall first discuss the matter with their supervisor with the objective of settling the matter informally. If requested by the employee, a Shop Steward will be present. However, if the Steward is not scheduled to work while assisting in processing the grievance, his time will not be charged to or paid for by the Employer. It is expressly understood that if a discussion with the Supervisor is intended to be the initiation of the Grievance Procedure at the Verbal Step, the employee shall so advise the Supervisor or his designated representative of this fact at the time of the discussion. If the Supervisor is not advised of this fact, the discussion shall not be considered an initiation of the Grievance Procedure at the Verbal Step.

Step 2. If the Complaint is not satisfactorily resolved by the Verbal Procedure, the Shop Steward shall reduce the employee's complaint to a written grievance and submit it to the Chairman of the Safety Committee. The written grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated by appropriate reference; state the contention of the employee or the Union with respect to those provisions; indicate the relief requested; and be signed by the employee(s) affected.

The written grievance shall be submitted to the Chairman of the Safety Committee or Supervisor within **five (5) days**; the Chairman of the Safety Committee or Supervisor shall place his written answer upon the grievance form within **five (5) days** after receipt of the Union's written grievance, and return it to a Union representative.

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Step 3. If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the written grievance to the Safety Committee or Public Works committee within **five (5) days** after receipt of the Step 2 answer. The appeal shall be in writing and shall specify the basis of the appeal. Within **fifteen (15) days** after the grievance has been appealed, a meeting shall be held between the International Staff Representative of the Union, Steward Griever, and the Employer Representative. Either party may have anyone present they so desire as witnesses. If the meeting cannot occur within the **fifteen (15) day** period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall give the Union its written answer to the grievance within **fifteen (15) days** following the Step 3 meeting. Failing a satisfactory settlement of the matter at Step 3 as provided above, the Union may within **fifteen (15) calendar days** of receiving the Employer's answer at Step 3, notify the Village that the Union intends to submit the dispute to arbitration.

Step 4. The parties will first attempt to select an arbitrator by mutual agreement within **fifteen (15) days** following Step 3. In the event the parties cannot agree on an arbitrator, the parties shall jointly request the Director of the Federal Mediation and Conciliation Service to provide a list of **five (5)** arbitrators from which an arbitrator shall be selected by the parties. The Union and the Village shall strike alternately **two (2) name** and the remaining individual whose name has not been stricken shall be the arbitrator. The party requesting the arbitration shall strike the first name.

Section 3. The decision of the arbitrator shall be final and binding. Such decisions shall be limited to the interpretation and application of the provisions of this contract, and the arbitrator shall not have the authority to modify or amend the provisions of this contract.

Section 4. The expense of the arbitrator shall be borne equally by the Village and the Union, each of whom shall bear its own expense.

Section 5. The Employer agrees to allow and to pay for all reasonable time lost by the employee or the Steward during their regularly scheduled hours while processing a grievance in Step 1 or Step 2, providing such time off does not interfere with the operations of the Department. The Village agrees to allow the Steward time off from duty, at no expense to the Employer, to attend other Steps of the Grievance Procedure including arbitration, negotiations, and other legitimate union business, providing time off does not interfere with the operations of the Department.

Section 6. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved.

Section 7. "Days" as referred to throughout the Article shall be calendar days and shall not include Saturdays, Sundays, or the holidays recognized in this Agreement. A grievance not presented or appealed by the Union within the applicable time limits shall be held to be settled in favor of the Village. Failure of the Village to answer within the time established will result in the grievance being granted to the employee(s) and/or the Union. Time limits may be extended by written mutual consent by the parties involved.

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ARTICLE XIII - WAGES

Section 1. Wages. On the first payroll period beginning on or after **May 1**, of the years indicated below, the following annual base salaries for all employees shall become effective and remain in effect during the fiscal year:

	<u>May 1, 2009</u>	<u>May 1, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>
Water Clerk	\$16.43/hr	\$16.92	\$17.26	\$17.61
Police Clerk	\$16.43/hr	\$16.92	\$17.26	\$17.61

Section 2. Longevity. All full time employees hired prior to **May 1, 1987**, shall receive additional compensation (payable bi-weekly), after completing the required number of years service. Said longevity shall apply according to the following:

<u>Years of Service Completed</u>	<u>Yearly Payment</u>
5 years (beginning 6 th year)	\$1,000.00
10 years (beginning 11 th year)	\$1,500.00
15 years (beginning 16 th year)	\$1,352.00
20 years (beginning 21 st year)	\$1,664.00

This rate will continue for all present employees.

(A) Starting **May 1, 2003** the following longevity rate will apply to all new hire employees:

<u>Completed Years of Service</u>	<u>Longevity Bonus per Year</u>
5 years	\$150.00
10 years	\$450.00
15 years	\$600.00
20 years	\$700.00

An employee whose anniversary date falls within the first **seven (7) days** of a pay period will receive increased longevity pay beginning with that pay period. An employee whose anniversary date falls after the first **seven (7) days** of a pay period will receive the increased longevity pay beginning with the next pay period.

Starting **May 1, 2006**, longevity will be suspended for all newly hired employees.

Section 3. Christmas Bonus. In the event the Employer grants a bonus to Village of Hartford employees who are members of Labor Union Local #338, bargaining unit employees covered by this Agreement will also receive a bonus in the same amount.

ARTICLE XIV - VALIDITY - COMPLIANCE WITH LAW

Section 1. Should any court hold any part of this Agreement invalid, such decision shall not invalidate any other part of this Agreement.

The Village and the Union shall comply with any and all Federal and State laws.

Section 2. Nondiscrimination.

(A) The provisions of this Agreement shall apply to all employees covered by it without discrimination on the part of the Village or the Union.

(B) The parties recognize the Employer's obligation to comply with Federal and State Equal Opportunity and Affirmative Action Laws.

Section 3. Gender Disclaimer. The use of masculine or feminine genders or titles in this Agreement shall be construed to include both genders and not as a sex limitation.

ARTICLE XV - PENSION

The Village agrees to continue participation in the Illinois Municipal Retirement Fund as required under State Statutes.

ARTICLE XVI - INSURANCE

Section 1. Insurance. During the term of this Agreement, the Village agrees to provide benefits commensurate with the insurance plan in effect as of **May 1, 1991**.

Section 2. Claims. Disputes regarding insurance claims shall not be subject to the Grievance Procedure, but rather are to be considered disputes between the insurance company and the employee. Employee claims for insurance reimbursement shall be submitted to the appropriate insurance claims department.

ARTICLE XVII – DURATION OF AGREEMENT

This Agreement shall be effective from **May 1, 2009** and shall remain in effect through **April 30, 2013** except as hereinafter provided. In addition, the contract will reopen for wages only on **May 1, 2010, May 1, 2011** and **May 1, 2012**. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by Registered or Certified Mail by either party not less than **sixty (60) days** nor more than **ninety (90) days** before the expiration date. Termination notices shall be considered to have been given as of the date shown on the postmark. This Section shall be governed by the procedures set forth in Sections 1230.10 through 1230.100 of the Public Employees Act, as amended, plus any future amendments within the law.

Employee Regulations

Signed at Hartford, Illinois, this ____ day of _____, 2009

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative as of the day and year first above written.

COMPANY:
VILLAGE OF HARTFORD,
ILLINOIS

UNION:
UNITED STEEL, PAPER and FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
and SERVICE WORKERS INTERNATIONAL UNION
(USW), ALF-CIO-CLC

William Moore, Mayor

Leo W. Gerard, Int'l President

Safety Committee Chairman

James English, Int'l Secretary-Treasurer

Thomas Conway, Int'l Vice President Admin.

Fred Redmond, Int'l Vice President Human Affairs

Jim Robinson, Director, District 7

Dave Dowling, Sub District 2 Director

Frank Cavarretta, IL Legislative Coordinator

Committee:

William Robertson

Employee Regulations

MISCELLANEOUS

1. Payday will be on alternate Thursdays beginning at **9:00 A.M.**, unless the Village is otherwise unable to do so.
2. Employees will have access to a coffeepot or Coffee as provided to other employees.
3. Use of a refrigerator and microwave oven will be allowed. The Village will maintain service cost of repair except in cases of abuse.
4. The Village will furnish the Union with an updated seniority lists within **thirty (30) days** following any changes relevant to bargaining unit seniority. The Village will furnish the Union with changes of addresses of bargaining unit employees within **thirty (30) days** after it receives notification of such changes.
5. The Village will pay the Police Clerk's and Water Clerk's dues to the Madison County Police Association and I.P.A. dues.

DISCHARGE AND DISCIPLINE

The Village shall have the right to suspend or discharge an employee for proper cause. A Clerk who has been suspended or discharged may request a meeting with the Safety Chairman and Safety Committee or Public Works Committee Chairman and Committee. Such meeting must be requested by the employee in writing not later than **five (5) days** after the suspension or discharge.

If such request is made within the time limit as stated above, a meeting shall be held within **five (5) days** after said request between the employee, the union's representative, and the Chairman and Committee. The purpose of this meeting shall be to explain the offense committed by the employee and the disciplinary action taken. Any such suspension or discharge may, within **five (5) days** following the meeting, be appealed through the Grievance Procedure of this Agreement starting at the Third Step. If such appeal is not made within **five (5) days** following the meeting, any appeal shall be considered barred. This Section shall not apply to any police officer during his probationary period of employment.

Notices of suspension and discharge will be in written form and will state the reason(s) for the action taken. A notice of suspension will set forth the time period for which the suspension shall be effective. The Union shall be provided with a copy of each such notice.

Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee.

The employee will receive a copy of such reprimand and/or notices. Written reprimands will not be used against an employee in any step of the grievance procedure **three (3) years** after the date the employee acknowledged the reprimand, provided the employee has not been disciplined for **three (3) years**.

Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

Grievances relating to this Section may be initiated by the Union in Step 3 of the grievance procedure.