COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF HARVARD, ILLINOIS,

EMPLOYER,

and the

STATE AND MUNICIPAL TEAMSTERS, CHAUFFEURS & HELPERS LOCAL 700,

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA

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AGREEMENT

THIS AGREEMENT is entered into by and between the City of Harvard, an Illinois municipal corporation, hereinafter referred to as "City," and the State and Municipal Teamsters, Chauffeurs & Helpers Local 700, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, hereinafter referred to as "Union."

The collective bargaining relationship and this ensuing collective bargaining agreement is created, defined, and limited by the Illinois Public Labor Relations Act, as amended, hereinafter referred to as the "Act." It is the parties' intent that this collective bargaining agreement cover only and thereby be limited solely to, those subjects determined to be mandatory subjects of bargaining under the Act. In all instances the provisions of this collective bargaining agreement shall be interpreted in strict accord with the Act.

It is the specific purpose of this Agreement to provide a clear statement of the terms and conditions which the parties' orderly collective bargaining relationship and good faith bargaining have produced with respect to wages, hours, and conditions of employment to the extent such are not excluded by Section 4 of the Act. As such, it is the express intent of the Union and the City to set forth herein all areas of agreement concerning certain employees of the City with regard to those mandatory subjects of bargaining including a final method of adjusting disputes concerning the interpretation hereof.

In consideration of the mutual promises and covenants contained herein, the parties, by their duly authorized agents and representatives, do mutually covenant and agree as follows:

ARTICLE I: RECOGNITION AND COVERAGE

SECTION 1.1 Consistent with the Act and in accord with the "Certification of Representative" by the State of Illinois State Labor Relations Board in Case No. S-RC90-67, the City recognizes the Union as the sole and exclusive representative of the City's employees in the bargaining unit described in Section 1.2 of this Agreement for purposes of collective bargaining regarding mandatory subjects of bargaining with respect to rates of pay, hours of work, and other conditions of employment.

SECTION 1.2 The provisions of this Agreement shall cover and be applicable to those employees in the "bargaining unit" described and limited as follows:

> All full and regular part-time employees in the City of Harvard in the following positions: Water Worker, Bookkeeper, Water Billing Clerk, Custodian, Police Dispatcher Superintendent, Police Dispatchers, Street Department Workers, Mechanic, Crossing Guards, Wastewater Treatment Plant Workers, Bus Drivers, Police Assistants and Police Records Clerks; excluding Sworn Police Officers, City Administrator, Building Inspector and Water Superintendent, Mayor's Assistant, Wastewater Treatment Plant Superintendent,

Wastewater Treatment Plant Assistant Superintendent, RTA Head Dispatches, RTA Dispatchers and all confidential, managerial and supervisory employees.

SECTION 1.3 The bargaining unit covered by this Agreement is made up of employees working for the City in several departments and classifications. Each department or classification has a separate non-bargaining-unit department head or supervisor who is responsible for supervising the bargaining unit employee(s) within that department or classification. Hence, the term "supervisor" as used throughout this Agreement shall refer to the non-bargaining-unit City employee who most directly supervises any bargaining unit City employee regardless of actual department or classification title or designation.

SECTION 1.4 The Employer agrees to respect the historical and traditional jurisdiction of the Union and shall not direct or require its employees not in the bargaining unit to perform work normally assigned to employees in the bargaining unit except during designated relief breaks, emergencies, or for the purposes of instructing or checking the safety of performance equipment. This shall not prevent supervisor from engaging in occasional hands-on work of a temporary nature that is consistent with the City past practices, such as operating equipment or performing other manual tasks when such work is necessary and where a unit member is otherwise occupied with work, and provided further that there is no reduction of hours or overtime opportunities to employees in the bargaining unit.

SECTION 1.5 The Employer agrees to provide Teamster Local 700 a written detailed job description of all job titles covered under this agreement.

ARTICLE II: INHERENT MANAGEMENT RIGHTS RESERVED

SECTION 2.1 All the rights, powers, functions, and authority which the City had prior to the signing of this Agreement (including those with respect to wages, hours, and working conditions) are retained by the City except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this Agreement, and then only to the extent so specifically and expressly abridged, modified, or otherwise limited as mandatory subjects of bargaining.

SECTION 2.2 The rights which are vested exclusively in the City, except as abridged by specific provision of this Agreement, include, but are not limited to, the right to determine the organization and operations of the City; to determine and change the purpose, composition, and function of each of its constituent departments and subdivisions; to set standards for the services to be offered to the public; to direct the employees of its departments and subdivisions, including the right to assign work and overtime; to determine the overall budget; to hire, examine, classify, select, promote, train, transfer, assign, and schedule employees; to increase, reduce, or change the

composition and size of the work force, including the right to lay off employees due to lack of work or funds or other reasons; to subcontract work when necessary or proper; to establish or modify work schedules and to determine the number of and specific hours worked; to establish, modify, combine, or eliminate job positions and classifications; to suspend, demote, discharge, or otherwise discipline for just cause and, in connection therewith, to add, delete, or alter policies, procedures, rules, and regulations; to establish, implement, and maintain an effective internal control program; and to determine and manage all matters about which the City is not required to bargain in accord with Section 4 of the Act.

In the event of a national emergency or other substantial disaster, this Agreement shall be temporarily suspended for the duration thereof.

SECTION 2.3 There shall be no prohibition by the City preventing an employee from belonging to a rescue squad, a volunteer fire department, or any other outside civic or fraternal organization so long as any such membership or its activities do not interfere with said employee's performance of duty.

ARTICLE III: UNION SECURITY AND LABOR MANAGEMENT CONFERENCES

SECTION 3.1

(A) Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the Union after the effective date of this Agreement, shall be required to maintain his membership in good standing in the Union during the term of this Agreement. For the purposes hereof, "membership" shall be the timely tender of periodic dues and fees uniformly required by the Union as a condition of acquiring and maintaining membership.

(B) The City shall make monthly payroll deductions for regular Union dues and, if any, initiation fees for each Union member-employee covered by this Agreement upon receipt of a written and signed authorization form from said employee. Said amounts shall be forwarded to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accord with the schedule submitted to the City by the Union.

SECTION 3.2 An employee who is not or does not become a member of the Union during the term of this Agreement and thus is not covered under the provisions of Section 3.1 above, shall be required to pay a "fair share" fee (not to exceed the amount of periodic dues uniformly required by the Union as a condition of maintaining Union membership) to cover a proportionate share of the cost of collective bargaining and contract administration.

SECTION 3.3 The rights, obligations, and limitations concerning Union security, including fair share deductions, shall be interpreted and applied in strict accord with Section 6 of the Act. The Union shall assume full responsibility to insure complete compliance with the requirements established by the United States Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with regard to the constitutional rights and obligations of fair-share fee payers.

SECTION 3.4 The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability, including the timely and complete payment of all legal costs and attorneys' fees incurred by the City, that shall arise out of or by reason of action taken by the City pursuant to this Article.

SECTION 3.5 The City will notify the Union and Union's Steward in writing of all persons hired by the City.

SECTION 3.6 The City shall notify the Union and Union's Steward in writing of any changes in the job titles of employees within the bargaining unit, and upon such notification, the Union shall have the right to comment, either orally or in writing, upon any such changes.

SECTION 3.7 The Union and the City agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed between no more than two (2) Union representatives and administrative representatives of the City. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be
limited to:

(A) discussion on the implementation and general administration of this Agreement;

(B) a sharing of general information of interest to the parties; and

(C) the identification of possible health and safety concerns.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure, and that they shall be chaired by a City representative. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences.

SECTION 3.8 Deduction for DRIVE Fund. The Employer agrees to deduct from the paychecks of all employees covered by this agreement voluntary contributions to DRIVE. Drive shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employers actual cost for the expense incurred in administering the weekly payroll deductions.

ARTICLE IV: NON-DISCRIMINATION

SECTION 4.1 The City and the Union agree that in their respective practices and policies, and with regard to the application of any provision of this Agreement, they shall comply with, and to the extent of, applicable and valid

state and federal laws regarding non-discrimination and equal employment opportunity. This Section shall not be subject to the grievance procedure contained in Article VIII.

SECTION 4.2 Except as provided in Article III of this Agreement, neither the Union nor the City shall discriminate against any employee as a result of the employee's choice to engage in protected concerted activities, including membership or other proper activities on behalf of the Union, or who refrains therefrom.

SECTION 4.3 Use of either male or female gender in this Agreement shall be construed to also refer to the other. Use of singular form or plural form in this Agreement shall be construed to also refer to the other.

ARTICLE V: UNION REPRESENTATION ACTIVITIES

SECTION 5.1 All representation activities by or on behalf of the Union, or an employee regarding the Union, shall occur consistent with and to the extent of the specific and express provisions of this Agreement. Except as herein specifically provided, no representation activities will occur during working time paid for by the City.

SECTION 5.2 The City shall not unreasonably interfere with legitimate representation activity necessary to the administration of this Agreement.

SECTION 5.3 The City shall not recognize any Union representative or acknowledge the authority thereof until his name and official position have been verified in writing to the Mayor of the City or until said representative has properly displayed his credentials to the Mayor or his representative upon request.

SECTION 5.4 The City shall provide designated space on available bulletin boards or suitable bulletin boards for use by the Union. Such bulletin boards shall be used exclusively for posting the following types of notices:

(A) Notices of Union recreational and social affairs.
(B) Notices of Union meetings, appointments, and elections.
(C) Reports of Union committees or other normal and proper business.

Notices and announcements shall not contain any outside advertisements, anything political, or anything reflecting upon the City or any of its employees. There will be no distribution or posting of notices or any kind of literature upon the City's property by employees or by the Union except herein provided.

SECTION 5.5 Up to three (3) employees shall be designated as members of the Union negotiating team. The City shall make every reasonable effort to rearrange the employees' schedules to permit their attendance at negotiating sessions provided that such attendance does not interfere with performance of duty where there is extraordinary need or emergency.

SECTION 5.6 Authorized (in writing) representatives of the National or State Union shall be permitted to visit the City during normal working hours to talk with employee members of the Union and/or representatives of the City in the course of contract administration provided such visit receives prior consent from the Mayor of the City, which consent shall be withheld only to prevent interference with the employees' proper performance of duty.

SECTION 5.7 Stewards or alternates shall be permitted reasonable time to investigate established grievances on the Employer's property without loss of pay. Employees and stewards, if requested by the employee, shall be allowed reasonable time during regular working hours to present and process employee grievances. Stewards shall be permitted reasonable time to present and process grievances initiated by the Union. Any reasonable time so allowed by this Agreement or required by the Employer shall be considered regular work time.

ARTICLE VI: NO STRIKE

SECTION 6.1 Neither the Union nor its officers, agents, or members will cause, permit, sanction, condone, authorize, incite, or take part in any strike, slowdown, picketing, work stoppage, or other interference with the operations of the City in any way whatsoever, whether in protest of matters or actions covered by this Agreement, of matters or actions not referable hereunder and not within the normal bargaining relationship between the parties, and whether or not based upon alleged violations of state or federal law nor in sympathy or honor of any other picket line while this Agreement is in effect. The parties specifically agree that neither the Union nor any employee covered by this Agreement shall refuse to cross any picket line by whomever established nor to encourage any other employee to cross the picket line. The Union specifically acknowledges that each employee who holds a position of officer or representative of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Section.

During the term of this Agreement the Employer will not occasion or cause any lockout of its employees as a form of pressure against the Union.

SECTION 6.2 In the event an employee or employees engage in any action prohibited by Section 6.1 above, the Union shall immediately disavow such action, in writing and/or in all other forms reasonably required by the City, and shall further advise the employees of their obligation under this Agreement and under the Act and shall direct the employees to return to work and shall further use its best efforts to achieve a prompt resumption of normal operations. Upon complying with the requirements of this Section, the Union, including its officials and agents, shall not be liable for damages for violations of Section 6.1 unless the Union, by its officials or agents, has acted in violation of Section 6.1.

SECTION 6.3 Any employee who violates the provisions of Section 6.1 of this Article shall be subject to immediate discharge. Any action taken by the City against any employee who participates in action prohibited by Section 6.1 shall not be considered a violation of this Agreement and, further, to the extent the Grievance Procedure in Article
VIII is otherwise applicable, only the issue of participation or nonparticipation will be subject to that Grievance Procedure.

SECTION 6.4 In the event of a violation of this Article by either party hereto, the other shall have the right to enforce any and all legal or equitable rights or remedies.

ARTICLE VII: RULES, DISCIPLINE, AND DISCHARGE

SECTION 7.1 Maintenance of discipline is the responsibility of the City.

SECTION 7.2 Subject to the provisions in Section 7.3, the City retains the right to establish, adopt, publish, put into effect, change, amend, and enforce reasonable rules and regulations for employee conduct or safety, not in conflict with this Agreement, and to fix the penalties for violation thereof, and to warn, reprimand, lay off, discharge, and otherwise discipline employees who violate such rules.

SECTION 7.3 Notice of new or amended rules or regulations, or changes in the disciplinary penalty, will be sent to the Union office ten (10) calendar days before their effective dates. The Union has the right to challenge the reasonableness of such new or amended rule, including the disciplinary penalty related thereto, through the Grievance

Procedure during that ten (10) day period beginning at Step 1 of Section 8.4. If not timely grieved, such rule or regulation, and the related disciplinary action, shall be presumed reasonable and only the rule's or regulation's application shall be subject to Grievance.

SECTION 7.4 Any employee who has been discharged or given a disciplinary suspension shall, if he so requests, be granted an interview with his Steward before such suspension or discharge. Any employee shall have the right to Union representation at any City-employee investigatory interview in which the employee reasonably believes he may be subject to discipline and for which the employee requests such representation. The employee's request for such representation shall not unreasonably delay the disciplinary action or the interview.

SECTION 7.5 Should any employee feel that he has been unjustly suspended, laid off, or discharged, he may, within seven (7) calendar days of the time of such suspension, layoff, or discharge, file a Grievance under Article VIII, Section 8.4, beginning with Step 2. If the employee does not present a Grievance within said period, any and all claims that his suspension, layoff, or discharge was in any way improper will be deemed waived.

ARTICLE VIII CONTRACT GRIEVANCE PROCEDURE

SECTION 8.1 Definition. A grievance is defined as a dispute of difference between the parties to this Agreement concerning interpretation and/or application of this Agreement or its provisions.

SECTION 8.2 Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the occurrence of the event giving rise to the grievance. A grievance may be initiated by Local 700 or an aggrieved employee. A grievance shall be processed as follows:

STEP 1 Verbal To Immediate Supervisor. By discussion between the employee, accompanied by a Local 700 steward, if the employee so desires, and his immediate supervisor. The immediate supervisor shall answer verbally within seven (7) calendar days of this discussion. In the event grievance relates to immediate supervisor, namely a Foreman and/or Dispatch Supervisor, who is a unit member, the employee shall, as a first step, submit grievance at Step 1 to the Superintendant and/or Chief of Police as may be applicable. By discussion

between the employee and by a union representative, if the employee so desires, a response to the grievance shall be provided in writing within seven (7) days of this discussion.

STEP 2 Appeal To City Administrator. If the grievance is not settled in Step 1, the grievant may, within seven (7) calendar days following receipt of the immediate supervisor's answer, file a written grievance setting forth the nature of the grievance and the contract provision(s) involved. The grievant, steward, representative of Local 700 and the administrator will discuss the grievance at a mutually agreeable time within seven (7) calendar days of his receipt of the grievance. The administrator may have present other persons whom the administrator determines appropriate. If no agreement is reached in such discussion, the administrator will give his answer in writing within seven (7) calendar days of the discussion.

STEP 3 Appeal To Mayor. If the answer of the administrator is not acceptable, the grievant may within seven (7) calendar days, request a hearing by the Mayor or his designee with the steward, Local 700 representative and grievant present. The Mayor or his designee can have present other persons whom he deems appropriate. If no agreement is reached at Step 3 the Mayor or his designee shall give his answer in writing within seven (7) calendar days.

Disciplinary actions, either verbal or written, that have not been sustained through the arbitration process and/or have been withdrawn by management shall be immediately removed from the employee's file.

SECTION 8.3 Arbitration. If the grievance is not settled in Step 3, Local 700 may render the grievance to arbitration within thirty (30) calendar days of receipt of the Mayor's or his designee's written answer.

(A) In the event the parties are unable to agree upon an arbitrator, the party requesting arbitration shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and Local 700 shall alternately strike names from the panel. A coin flip shall determine which party strikes the first name. The remaining person shall be the arbitrator.

(B) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.

(C) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.

(D) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is the later.

(E) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree in writing.

(F) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

SECTION 8.4 Limitations on Authority Of Arbitrator. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the Arbitrator rendered within the limitations of this Section 8.4 shall be final and binding upon the City, the Union and the employees
covered by this Agreement.

Section 8.5 Time Limit For Filing. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Union. 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 City's last answer, except that if the City does not answer in a timely fashion at Step 3, the grievance shall be deemed granted. If the City does not answer a grievance or an appeal thereof within the specific time limits at Steps 1 or 2, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

SECTION 8.6 A written settlement reached at any step of the Grievance Procedure shall be final and binding upon the City, the Union, and the employee(s).

ARTICLE IX: SENIORITY

SECTION 9.1 Seniority, for all purposes under this Agreement, shall be measured from the employee's last date of hire into the bargaining unit classification covered by this Agreement. The relative seniority of employees with the same seniority date within a classification shall be determined by the employee's social security number; the employee with the lowest social security number shall have the greatest seniority.

Unless otherwise expressly provided, seniority shall accumulate unless broken as provided in Section 9.5 of this Agreement. A former employee shall be considered as a new applicant and shall receive no credit for former seniority which was forfeited by termination of former employment.

SECTION 9.2 Seniority shall be only within a specific classification, and any rights accruing therefrom shall be applicable only where expressly provided with regard to a benefit or working condition.

SECTION 9.3 Except as herein otherwise provided, a new employee shall not be considered a regular employee eligible for any benefits provided in this Agreement until said employee has completed a one hundred eighty (180) day probationary period. Such new employee can be laid off or discharged at any time during this probationary period without recourse under this Agreement.

A probationary period for police assistant/dispatcher shall be one (1) year. A probationary employee shall be eligible for insurance coverage, in accord with Sections 20.1 through 20.4 after forty-five (45) calendar days of employment. After completion of the probationary period, an employee shall be considered a regular employee entitled to all other benefits provided in this Agreement and seniority credit shall be given retroactive to the date of

hire. During the probationary period, personal days, sick leave and vacation benefits will accrue, but shall not and cannot be utilized until the new employee has completed the probationary period in a satisfactory manner. In addition, wages paid to probationary employees now employed by the City shall be paid at the rates identified in Appendix A for new hires and as reflected in this contract or the prior collective bargaining agreement.

SECTION 9.4 An up-to-date seniority list for each bargaining unit classification shall be filed in City Hall. Department Heads shall keep seniority list posted at Department's bulletin boards within fifteen (15) days after execution of this Agreement and thereafter shall compile and post accurate seniority lists annually and provide copies to the Union.

The seniority records of any individual employee shall be available to that employee during normal business hours.

SECTION 9.5 An employee's continuous service shall be broken, and his seniority shall cease, and his employment shall be terminated upon:

(A) Quitting.

(B) Discharge for just cause

(C) Being laid off or otherwise absent from work for any other reason for a length of time longer than the lesser of his total seniority at the beginning of layoff or three hundred sixty (360) days.

(D) Seeking or engaging in gainful employment during a leave of absence unless such leave is specifically, granted for that purpose, or the collection of unemployment compensation during a leave of absence.

(E) Retirement.

(F) Proven medical inability to perform job.

(G) Failure to return from approved voluntary leave of absence.

ARTICLE X: LAYOFF AND RECALL

SECTION 10.1 When, in the City's discretion, it becomes necessary to reduce the work force within any bargaining unit classification, employees shall be laid-off in reverse order of classification seniority provided the remaining employees have the skill, ability, experience, and physical fitness to perform the work. Where possible, notice of layoff shall be in writing fourteen (14) calendar days prior to the date of layoff to the affected employee(s) with a copy to the Union.

SECTION 10.2 When there is an increase in the work force within any bargaining unit classification and there are qualified employees on layoff who are still retained on the classification seniority list, recall shall be in reverse order of layoff. Employees on layoff who accept seasonal employment with the City, and such employment ends prior to being recalled to full time work by the City, shall be treated as a newly laid-off employee subject to all recall rights provided for by this agreement. Laid off employees accepting seasonal work shall be paid at the current rate of pay reflecting their seniority and licenses and include all fulltime employee benefits.

SECTION 10.3 The City shall require an employee recalled from layoff to pass a physical examination conducted at the City's expense by a City-designated physician, as a prerequisite to recall.

SECTION 10.4 Generally, bargaining unit work shall not be subcontracted nor otherwise performed by a part-time or probationary employee or seasonal employee while a qualified employee on the classification seniority list is on layoff as provided for in Section 9.5 except as follows: 1) consistent with past practices, this section shall not prevent Employer from hiring seasonal employees, where a laid off employee has declined the position or additional employees are needed, or accepting volunteer work from community groups and/or the County jail inmate work program; and 2) this section shall not prevent Employer from engaging subcontractors to perform certain work of a temporary nature because of lack of specialized equipment by the City or the work to be subcontracted is beyond the scope of the City's employees.

Seasonal employees shall be those employees who work eight hundred (800) hours or less during a calendar year and who do not have a reasonable assurance that he or she will be rehired by the Employer for the same service in a subsequent calendar year. These employees are not members of this bargaining unit.

Summer seasonal employees shall only work from May 1st through October 1st.

Winter seasonal employees shall be used primarily for the purpose of snow removal and salting of streets, however, when additional manpower is needed for work performed by bargaining unit members, seasonal employees may do the work provided it is first offered to bargaining unit members in that department, and other "on call" bargaining unit members. Summer seasonal employees shall be used in accordance to past practice by the City.

ARTICLE XI: PROMOTIONS AND TRANSFERS

SECTION 11.1 An employee receiving a promotion, transfer or moving from part-time to full-time status must complete a thirty (30) calendar day probationary period for that position or status. On or before completion of the above, the employee shall be formally reclassified in the new position, or returned to the old position. During a promotion, transfer or status change, an employee shall receive all benefits accruing to the new position or status.

SECTION 11.2 Selection of the employee for promotion within the bargaining unit shall be in accord with the relative Seniority, skill, knowledge, ability, experience, and dependability and shall be made first from within the affected job classification and then from among the other bargaining unit employees. When all other factors are substantially equivalent, relative Seniority shall prevail.

ARTICLE XII: HOURS OF WORK AND OVERTIME

SECTION 12.1 This Article defines the basic hours of work and shall not be construed as a guarantee of work per day or per week, or of days of work per week.

SECTION 12.2 The City may fix and/or change the schedule of hours. The regular work week for a full-time employee shall be forty (40) hours per week. The actual number of hours for each employee will be decided by each department, based upon departmental needs. The City will prepare schedules for each work week two (2) weeks in advance. Once such schedule is in place, any shift change required by the City will require twenty-four (24) hours' notice to the employee, except under circumstances involving emergencies.

SECTION 12.3 Employees shall be entitled to a thirty (30) minute meal period at such time to be specified by their supervisor. Employees in the Department of Public Works shall be provided a paid fifteen (15) minute morning break between the hours of 9:00 a.m. and 10:00 a.m. and 2:00 p.m. and 3:00 p.m., at such time to be specified by their supervisor. In the event of an emergency, an employee's supervisor may require that a break be taken at a time other than as specified. Telecommunicators shall also be entitled to a one-half hour lunch break and two (2) fifteen minute breaks during a shift, which breaks shall be taken on the police department premises. Employees unable to take said breaks shall be paid at time and one-half for the breaks not taken.

SECTION 12.4 The City shall have the right to require an employee to work overtime, which shall be offered to employees on the basis of seniority. An employee shall be paid one and one-half (1-1/2) times said employee's regular rate for all pre-authorized work performed in excess of forty (40) hours worked in any one work week. Time worked for the purpose of this Article shall include all time for which compensation is received, except that time worked shall not include sick time for which compensation is received. For work weeks within which a paid holiday falls, the holiday shall constitute hours worked for the purpose of this Article.

SECTION 12.5 A regular, full-time employee shall receive a minimum of three (3) hours pay any time he is called back to duty after having completed his regularly scheduled work, including any daily overtime, and has left the work premises, including returning to work for to effect an exchange of the "duty phone."

SECTION 12.6 Each regular, full-time hourly employee in the Street Department and Wastewater Treatment Department shall be paid nine (9) hours pay, at his regular straight-time hourly rate, for each week he is required to be on call. Overtime work which is available during the period within which an employee is on call shall be offered to the on call employee first and may not be offered to another employee until it is first determined that the on call employee is unable to perform the work. The work shall then be offered to other bargaining unit employees in order of seniority. The on call employee is to respond to the overtime call within fifteen (15) minutes of the call. The employee shall clock in within an hour and one-half (1½) from the time of the last phone conversation. The employee shall designate two phone numbers where he will be reached in order of priority. Failure to call back within fifteen (15) minutes may result in overtime being forfeited and the work may be offered to the next senior employee.

(A) Snow Call Procedures:

1. All of Street Department (Including Parks and Building Maintenance)
2. The On-Call Water Department Employee

3. Seasonal Snow Birds

SECTION 12.7 The City shall make suitable provisions for the recording of hours worked by each employee.

SECTION 12.8 Overtime work which is available in the Police Department for Police Dispatchers shall be offered to full time employees first on the basis of seniority. It may not be offered to part-time employees until it is first determined that no full-time employee is able or willing to perform the work. The work shall then be offered to part-time employees in order of seniority.

SECTION 12.9 Telecommunicators' shifts will coincide with the Police Officers. There will be a shift overlap of one tenth of an hour (6 minutes) paid at the beginning and end of the shift. Such time will be paid at a straight time rate. Overtime will begin after regular work week of 41 hours.

SECTION 12.10 During the snow season (October 1 – March 31), the Parks and Building Maintenance Administrator will have the option of receiving overtime compensation in payment at one and one half (1 ½) his/her hourly rate.

SECTION 12.11 Each employee in the Street Department will receive a minimum of 24 consecutive hours off in any 14 day period (public works)

ARTICLE XIII: UNPAID LEAVES OF ABSENCE

SECTION 13.1 An unpaid leave of absence may be granted to a requesting employee by the City for the following reasons: extended illness or injury; emergency; or military duty. When any such leave exceeds twenty-one (21) calendar days, an employee may continue enrollment in the City's insurance plan, provided for in Article XVII, by arranging to prepay the premiums, on a monthly basis, during said leave or any extension thereof. Any employee on leave of absence for more than twenty-one (21) calendar days shall not receive any other pay or benefits (including accrual of vacation, sick days, personal days, or payment of holidays) during such leave. Failure of an employee to return to work on the first business day following expiration of the approved leave shall be considered resignation unless such timely return was impossible. Upon an employee's return to work from an approved leave of absence, every attempt will be made to return the employee to his original position or to one of comparable compensation.

SECTION 13.2 Extended Illness or Injury Leave. Upon request from an employee, supported by written certification from the employee's physician that the employee is, and/or will become, temporarily disabled and unable to work for a specified period of time due to illness or injury, which request must contain the reason for the leave, the date the leave is to begin, and the anticipated date of return from leave, an employee shall be entitled to an unpaid leave of absence for a maximum of thirty (30) consecutive calendar days subject to extension supported by the physician's progress report and any other information showing justification for additional time off up to an aggregate maximum of three hundred sixty (360) calendar days. Return from a medical leave of absence must be accompanied by submission of a physician's certificate ability to return to work at his regular duties.

SECTION 13.3 Emergency Leave. Upon written request from an employee stating the reason, beginning date, and anticipated ending date for an emergency or other personal crisis, a leave may be granted for up to thirty (30) consecutive calendar days, subject to a thirty (30) day renewal or extension thereof upon the request of the

employee and at the option of the City, up to a maximum of three hundred sixty (360) calendar days. In determining whether to grant or deny such requests, the City shall consider the severity of the emergency or personal crisis, the work record of the employee, and the impact of such leave on the services provided by the City.

SECTION 13.4 Military Duty Leave

(A) Long-Term Military Duty. An employee who enters active military service of the United States shall have such re-employment rights as may be provided for under applicable federal law in effect at that time.

(B) Military Reserve Duty. An employee who is an active member of any recognized state or federal military reserve organization and who is compelled to fulfill a military obligation by law or regulation, which obligation exceeds the fifteen (15) day paid leave of absence provided in Section 14.2 of Article XIV, shall be entitled to an unpaid leave of absence for the duration of such required military duty.

SECTION 13.5 False statements made to secure or support a leave of absence, or extension thereof, shall result in discharge, which shall be subject to the Grievance Procedure for the purpose of determining the truth or falsehood of the employee's statements.

ARTICLE XIV: PAID LEAVES OF ABSENCE

SECTION 14.1 A full-time employee who is absent from work solely because of the death and funeral service of his spouse, child, stepchild, parent, sibling, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, mother-in-law, or father-in-law shall receive a maximum of three (3) days' leave of absence with pay in order to attend the funeral or to attend to other matters in connection therewith. Additional time off without pay may be granted in accord with Article 13 of this Agreement. In the event this death is of a spouse or child the employee can use available sick time pay up to thirty (30) days.

SECTION 14.2 An employee who is an active member of any recognized or federal military reserve organization shall be granted time off to accomplish periodic field training, encampment duty, disaster or civil disturbance duty, which duty is required in order to maintain his or her status or otherwise required by law or regulation, and shall be paid the difference between the military pay received and the normal compensation that would have been received from the City during that same time period for a maximum of fifteen (15) working days during the employee's anniversary year. Additional time off without pay shall be granted in accord with applicable federal law.

SECTION 14.3 False statements made to secure or support a leave of absence, or extension thereof, shall result in discharge, which shall be subject to the Grievance Procedure for the purpose of determining the truth or falsehood of the employee's statements.

SECTION 14.4 All regular, full-time hourly employees shall receive three (3) personal days off per year after one (1) full consecutive year of employment (in addition to any other time off to which they might be entitled). The dates when the personal days are to be used must be approved by the department head. Personal dates must be

requested at least seventy-two (72) hours in advance, except in case of personal emergencies. The personal days are non-cumulative and must be used before the employee's next anniversary date. An employee who resigns or is discharged will not be paid for such personal days if he fails to use his personal days that year.

(A) Any employee who, during the course of six month period of a calendar year (that is January 1 through June 30, or July 1 through December 31), does not utilize any sick days will, receive one additional personal day (or in the case of a telecommunicator, one additional paid day off) to be utilized in the following calendar year.

(B) Any employee who, during a calendar year, uses 1 or 2 sick days, will receive 1 additional personal day (or in the case of a telecommunicator, one additional paid day off) to be utilized in the following calendar year.

SECTION 14.5 A full-time employee who is called for jury service shall be granted time off for the time his presence is required in court. The employee shall receive pay only for such time he otherwise would have worked. The payment shall be the difference between the employee's regular straight-time hourly rate (not to include any additions) multiplied by the number of hours that the employee otherwise would have worked for the City on the day for which the payment is to be paid.

Upon completion of jury service, the employee must submit to the City such evidence as considered satisfactory by the City regarding the number of hours served and the amount the employee was paid by the court. The employee must present this evidence to the City before payment will be approved.

ARTICLE XV: WAGES

SECTION 15.1 All employees shall be placed in the grade levels shown on Appendix A to reflect their years of service as of May 1, 2014,

Appendix A is intended to provide wage increases as follows:

(A) Each employee will receive a 2% wage increase on May 1, 2014.

(B) Each employee will receive a 2% wage increase on May 1, 2015

(C) Each employee will receive a 2% wage increase on May 1, 2016

In addition to the foregoing an employee who is assigned to work for one full day in a higher rated position, shall receive additional compensation of $1.00 for each such hour worked. Employees receiving such compensation shall not be entitled to any additional compensation for such hours worked.

SECTION 15.2 New employees in Utilities Department shall be required to have an IEPA license within one year of employment. Failure to secure such a license within the specified time shall result in the employee's discharge for failure to meet job requirements.

The collective bargaining agreement specifies certain compensation to be paid to employees engaged in the production of potable water and the operation of the waste water treatment plant. Those employees are eligible to seek four licensures from the Environmental Protective Agency for both potable water production and waste water treatment. The grades for potable water production start at grade D and go to grade A, with grade A being the most advanced level of licensure. The grades for waste water treatment start at Grade 4, and go to Grade 1, with Grade 1 being the most advanced level of licensure.

Any such employee receiving those licensures shall receive premium pay in addition to the compensation reflected in Appendix C. The premium pay will be based upon the highest level of licensure attained, with the amount of premium pay being an additional 2% (over that reflected in Appendix A) for levels D and/or 4, an additional 4% for levels C and/or 3, an additional 6% for levels B and/or 2, and an additional 8% for levels A or 1. Except as described below, an employee who is licensed for both potable water production and waste water treatment will not receive premium pay based upon both licenses. However, an employee receiving licenses A and 1 will receive premium pay in an amount equal to 10% of the compensation reflected in Appendix A.

SECTION 15.3 Payday shall be on every other Friday for the payroll period ending at midnight the prior Saturday.

SECTION 15.4 The City shall reimburse an employee for any additional driver's license fee paid by the employee to obtain a CDL license.

SECTION 15.5 Longevity. Employees shall receive a one-time $250.00 bonus on the first payday after they have completed fifteen (15) years of employment with the City. Employees shall receive a one-time $500.00 bonus on the first payday after they have completed twenty (20) years of employment with the City.

SECTION 15.6 Part-Time Dispatcher Pay: When determining for the purposes of placement on the salary schedule table as it relates to part-time employees, one year full-time equivalent seniority credit will be awarded for each two years of completed continuous part-time employment (e.g.: a part-time employee with 14 years continuous part-time empoloyement would be credited with 7 years of full-time equivalent seniority, for the purposes of placement on the salary table).

ARTICLE XVI: VACATIONS AND VACATION PAY

SECTION 16.1 A regular full-time employee, except police dispatchers, is entitled to time off with pay as Vacation, and shall receive Vacation Pay of eight (8) times his regular, straight-time hourly rate of pay for each day of Vacation.

SECTION 16.2 A regular full-time employee shall begin to accrue vacation upon the completion of one hundred twenty (120) calendar days of employment with the City at a rate of one (1) day of vacation per each sixty days of calendar service up to an employee's first anniversary date of employment or January 1, whichever shall occur

first. Thereafter, vacation time shall accrue on a pro-rated monthly basis commencing on January of each year. Vacation time shall accrue based upon the number of years of uninterrupted service which an employee will achieve during the calendar year. After January 1 of each year, an employee may "borrow" against vacation time which will accrue during the year. However, should an employee leave the employ of the City at a time when "borrowed" vacation time has not yet been accrued, a deduction for vacation time taken but not accrued shall be made from the employee's final paycheck. Vacation time shall accrue pursuant to the chart attached as Appendix B.

SECTION 16.3 Vacation requests must be approved by the employee's supervisor. Vacation days must be requested at least seventy-two (72) hours in advance, except in case of personal emergencies.

SECTION 16.4 While the City prefers that vacation days be taken within the calendar year in which they accrue, employees can, at the end of each calendar year, bank one-half of the number of vacation days accrued in that year. All banked vacation days must be taken in the calendar year subsequent to the year in which they were earned. Should an employee fail to utilize banked vacation days, at the City's option either vacation time will be forfeited and vacation pay will be paid on the last day of the calendar year, or the City may require the employee to take vacation time during the last month of the calendar year.

SECTION 16.5 An employee who terminates his employment with the City shall be paid for Vacation earned but unused as of the date of termination on a pro rata basis. Upon termination of employment, vacation time which has been taken but has not yet been earned or accrued shall be deducted from an employee's final paycheck.

SECTION 16.6 An employee who is entitled to overtime pay under this agreement may elect compensatory time calculated at the same rate as overtime pay. Up to sixty (60) hours of compensatory time may be banked; once the sixty (60) hour cap is reached, overtime work must be compensated by overtime pay. Employees with accrued compensatory time may request time off (in increments of (1) or more hours), of which shall be requested with at least seventy-two hours advanced notice, except in the case of extreme personal emergency. Requests to use accrued compensatory time may not be unreasonably denied, and may not create overtime in either the Street or Water Departments. Only one bargaining unit employee shall be on a compensatory day off or a paid day off (PDO) per day. Once the employee's compensatory time bank has been drawn down by the use of compensatory time off, the employee may again elect to receive overtime in the form of compensatory time rather than overtime pay, up to the sixty (60) hour cap. Accrued compensatory time may be carried over from year to year. At the option and election of the employee, all, or any portion thereof, of the amount of unused compensatory time shall be paid out to the Employee no later than December 1st of each calendar year.

ARTICLE XVII: HOLIDAYS AND HOLIDAY PAY

SECTION 17.1 Except for telecommunicators, an eligible employee (see Section 17.3) shall receive holiday pay for the following days:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day

Labor Day
Thanksgiving
Day After Thansgiving
Christmas Eve (full day)
Christmas Day
New Years Eve

SECTION 17.2 The City may recognize an alternate day to observe one of the above-listed Holidays if that Holiday falls on a Saturday or Sunday, except where the holiday falls on a regularly scheduled shift in which case the actual day will be observed.

SECTION 17.3 Except for telecommunicators and for regularly scheduled work by other employees, call out holiday pay for hours worked on Thanksgiving, Christmas and New Years is computed at a rate double the employee's straight-time hour rate times the number of hours actually worked. Except as noted in the preceding sentence, for telecommunicators (for all holidays) and all other employees, holiday pay is computed at the rate of the employee's straight-time hourly rate times the number of hours he would normally be scheduled to work the day on which the Holiday is observed and shall be paid consistent with the following eligibility prerequisites:

(A) The employee is a regular, full-time employee who has completed his probationary period; and,

(B) The employee works a full schedule on the City's last scheduled work day prior to and the City's next scheduled work day after each Holiday, except where the failure to work either or both such days is because of an approved time-off or sick leave.

SECTION 17.4 A regular full-time employee who works on a Holiday shall receive his holiday pay in addition to his pay for the amount of hours he actually works on that day. If a dispatch employee is ordered to work on Christmas Day or Thanksgiving that person will be paid at the rate of two (2) times his hourly rate of pay. Failure to refuse
order to working on said days will nevertheless result in the appropriate disciplinary action.

SECTION 17.5 A part-time and temporary employee shall receive time off without pay for Holidays. If a part-time or temporary employee is required to work on a Holiday, he shall be paid one and one-half (1-1/2) times his normal rate of pay.

ARTICLE XVIII: PAID DAYS OFF--TELECOMMUNICATORS

SECTION 18.1 As a seven (7) day per week, twenty-four (24) hour per day operation, the Harvard Police Department presents difficult scheduling challenges and demands upon both the employees and the City. These challenges and demands are exacerbated by employee absences, including those necessitated by holidays, vacations, and personal days. Therefore, as an alternative to the traditional methods of managing holidays, vacations, and personal days, the parties have agreed to employ the system designed and described in this Article with regard to paid days off for all fulltime police dispatchers.

SECTION 18.2 A dispatcher shall accrue paid days off in accord with the chart attached as Appendix B.

SECTION 18.3 No more than fifty percent (50%) of the number of paid days off accrued in any anniversary year may be accumulated past one hundred eighty (180) days into the next anniversary year. Paid days off not taken in excess of the fifty percent (50%) limit shall be forfeited and the amounts due therefor paid upon said one hundred eighty (180) days' date.

SECTION 18.4 During January of each year, employees shall have the right to schedule paid days off during the calendar year on a seniority basis. Thereafter, paid days off shall be requested at least seventy-two (72) hours in advance except in cases of extreme personal emergency. A dispatcher's schedule of paid days off must be pre-approved by the dispatcher's supervisor and, once approved, shall not be subject to change based upon greater seniority.

ARTICLE XIX: SICK LEAVES

SECTION 19.1 A regular, full-time hourly employee who has completed his probationary period shall be eligible for paid sick days which shall enable said employee to receive pay during unavoidable absences from work due to sickness or accident. Said sick days shall accrue at the rate of one (1) for each thirty (30) calendar days of employment. Sick leave shall be utilized in full day increments. However, an employee may utilize sick leave in two hour increments where such use is needed for the employee to see a physician for the employee's medical condition.

SECTION 19.2 A regular, full-time hourly employee employed on the date of this Agreement shall be credited with sick leave days he has accumulated and not used as of the date of this Agreement under the City's existing sick leave policy.

SECTION 19.3 Each regular, full-time employee shall receive his straight-time hourly rate for the number of hours he normally would have been scheduled to work on for each day of illness or injury for which sick leave has been accumulated.

SECTION 19.4 Accrued sick leave may be taken by an employee who is unable to work any portion of his scheduled work day when one or more of the following conditions exists: a) injury or illness to the employee; b) required medical, mental and/or dental care of the employee. An employee may use sick time when on an qualifying FMLA absence regarding himself or a qualifying family member after first exhausting all personal days and ½ of their accrued vacation time.

To be eligible for compensation while on sick leave, the employee shall notify his immediate supervisor, not less than ½ hour prior to his regular shift, of his inability to report to work. A medical doctor's written verification shall be required under the following circumstances: a) the period of absence exceeds three (3) consecutive working days; b) the employee has engaged in a pattern of frequent or habitual absences resulting in the City notifying the employee that a doctor's verification will be required for all future absences.

SECTION 19.5 If an employee leaves service in good standing after (20) twenty years, said employee shall have the opportunity to convert accumulated sick leave into severance pay at the rate of four (4) sick days to one (1) day of compensation at his or her current straight-time rate of pay, up to a maximum of one hundred (100) days sick pay converting to a maximum of twenty-five (25) days of severance pay.

All employees shall be eligible for paid sick days, which shall enable said employees to receive pay during unavoidable absences from work due to sickness or accident. Said sick days shall accrue at the rate of one (1) for each month of employment to a maximum accumulation of one hundred twenty five (125) days. Employees who have already accrued and exceeded this maximum accumulation shall keep the additional days so accrued and will be capped at such number.

SECTION 19.6 If an employee leaves service in good standing after 20 years an employee shall have the opportunity to convert Accumulated sick days into severance pay at a rate of 3 sick days to 1 day of compensation up to 100 sick days converting to a maximum of 33.3 days severance.

SECTION 19.7 On an annual basis, an eligible fulltime employee with a minimum of 84 days of accrued sick time, and who did not, in the previous calendar year, utilize more than 2 sick days, shall have the option to convert up to a maximum of one-quarter (1/4 of the sick leave accrued during the prior calendar year, over and above the aforementioned 84 days, for compensation, per calendar (January 1st – December 31st). This compensation shall be paid at the employee's current straight time, hourly wage. The remainder of accrued sick leave shall remain deposited in the employee's sick leave bank. This offer shall be made January 1st of each year, and the election shall be made on or before January 31st of each year, and the compensation, if any, shall be paid within 21 days after the election.

ARTICLE XX: INSURANCE

Health and Welfare and Legal and Educational Assistance

1. Section 20.1 Health and Welfare

(a) The Employer shall contribute to Teamsters Local Union No. 727 Health and Welfare Fund on account of each regular full-time employee covered by this Agreement the following:

-Commencing August 1, 2014, at $ 902 per month

-Such rate shall continue except as adjusted by the Board of Trustees pursuant to the provisions of Article-20, Section 4, below.

2. Section 20.2 Legal and Educational Assistance
   (a) The Employer shall contribute to Teamsters Local Union No. 727 Legal and Educational Assistance Fund on account of each regular full-tine employee covered by this Agreement the following:

   -Commencing August 1, 2014, at $ 85 per month

   -Such rate shall continue except as adjusted by the Board of Trustees pursuant to the provisions of Article 20 section 4 below.

3. Section 20.3. Contributions due to the Health and Welfare Fund and the Legal and Educational Assistance Fund for all employees shall commence with the month in which their employment begins.

4. Section 20.4 SUBSEQUENT YEARS. Each March 1, the Employer shall pay such increased amounts as determined by the Funds' Board of Trustees, but not to exceed 10% annually

5. Section 20.5 DELINQUENT PAYMENTS. It is also agreed that in the event the Employer is delinquent at the end of a month in the payment of its contributions to the Health and Welfare or Legal and Educational Assistance Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for losses resulting therefrom.

6. Section 20.6 EMPLOYER AUTHORIZATION. By the execution of this Agreement, the Employer (a) adopts and agrees to be bound by the Funds' Trust Agreements, and as they may be amended hereafter, as fully as if the Employer was an original party thereto, (b) designates the Trustees named in the respective Trust Agreements, together with their successors, as its representatives on the Board of Trustees of each Fund, and (c) agrees to be bound by all actions taken by each Board of Trustees pursuant to the powers granted them by federal law or the respective Trust Agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by the Trustees within the scope of their authority. Each Employer also recognizes that each Board of Trustees has the sole power to construe the provisions of the respective Trust Agreements, the respective employee benefit plans, and each Funds' rules and regulations, if any.

7. Section 20.7 Should the Trustees of the Health and Welfare or Legal and Educational Assistance Funds audit the records of the Employer, such audit shall not exceed three (3) years from the date of the audit notice.

8. Section 20.8 ADDITIONAL PROVISIONS. The following provisions shall also apply to the Teamsters Local Union No. 727 Health and Welfare and Legal and Educational Assistance Funds ("Funds"):

   (a) In respect to violations of Article 20.7 , if the Employer fails to maintain records which verify, substantiate or support the number of hours worked in covered employment, the Funds reserve the right to make presumptions regarding the number of hours worked and the Employer may be bound by these presumptions.

In respect to Article 20.5, the Employer when remitting contributions to the Funds is required to also submit on the Funds' remittance reports full, complete and accurate representations and accurate sums due for each month for each person. Further, the Funds require that contributions (with remittance reports if timely delivered to the Employer) are due by the 10th day of the month after the month in which the work is performed. As of the due date, the contributions are considered the assets of each Fund.

ARTICLE XXI: UNIFORMS

SECTION 21.1 Each employee of the Public Works Department and at the Wastewater Treatment Plant shall receive five (5) full uniform changes per week. The cost of rental and maintenance of the uniforms shall be paid by the City.

SECTION 21.2 Full-time telecommunicators shall receive an annual clothing allowance in the amount of five hundred dollars ($500.00) per year, and part-time telecommunicators shall receive an annual clothing allowance in the amount of four hundred dollars ($400.00) per year. Said allowance shall be utilized with employees requesting uniform components and the City purchasing and providing such uniform components.

SECTION 21.3 In addition to the foregoing, the City will furnish winter jackets for all regular and probationary employees in the Public Works and Sanitary Departments and insulated cover-alls for all employees assigned to the street repair and to the sanitary departments.

ARTICLE XXII: TRAINING IN DISPATCH DEPARTMENT

SECTION 22.1 In the event that any employee in the Dispatch department is required to train a new hire, employee shall be entitled to receive an additional $.25 per hour for all hours of training. This provision specifically excludes the Dispatch Supervisor as he already receives premium pay above that of Dispatch non-supervisory employees and training is part of his responsibilities.

ARTICLE XXIII: COURT TIME FOR TELECOMMUNICATORS

SECTION 23.1 Any time a Bargaining Unit Telecommunicator is required to appear in court on his off shift or on day off due to a requirement of their employment, the employee will be paid at the rate of time and one half (1 1/2) their hourly rate of pay with a minimum of three (3) hours pay.

ARTICLE XXIV: EDUCATION REIMBURSEMENT

SECTION 24.1 A Bargaining Unit employee that successfully completes an accredited academic course that will continue to educate the employee within their field of work will be reimbursed 100% of the tuition cost and books provided the Supervisor approves and the City has included reimbursement in the years' budget.

ARTICLE XXV: INVALID ARTICLES

SECTION 25.1 If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

SECTION 25.2 If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to the other person or circumstances shall not be affected thereby.

SECTION 25.3 If any provision of this Agreement or the application of such provision to any person or circumstance shall at any time be contrary to law, the parties shall meet to negotiate a substitute provision which shall remain in effect until the expiration of the Agreement or until the affected provision is restored pursuant to the above paragraphs.

ARTICLE XXVI: COMPLETE AGREEMENT

SECTION 26.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that each party did make certain proposals to and demands upon the other, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each party herein agrees that it has withdrawn all proposals and demands made to or upon the other in connection with said negotiations that are not incorporated in or covered by this Agreement in whole or in part; and that such withdrawal is as much a consideration for the written Agreement as is the incorporation herein of matters agreed upon. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any change in any subject or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, or with respect to other subjects or matters of any kind or nature whatsoever, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. It is the intention of the parties that this Agreement shall cover all arrangements between the parties concerning wages, hours, and conditions of employment. Consistent herewith and further consistent with and pursuant to Article I1 of this Agreement, the City absolutely reserves the right to unilaterally change, modify, or adjust any matter, policy, or procedure involving wages, hours of employment, or other conditions of employment to any extent not specifically abridged by express limitation contained in this Agreement, as narrowly construed, and such shall not be violative of the City's duty to bargain.

SECTION 26.2 The parties reserve the right to modify this Agreement in writing by mutual agreement. This reservation in no way imposes a duty to bargain in contradiction of the waiver of such duty affected in Section 19.1 above.

ARTICLE XXVII: DURATION AND TERMINATION

SECTION 27.1 This Agreement expresses the complete understanding of the parties hereto on the subjects of wages, working conditions, hours of work, other conditions of employment, and all bargainable subjects. However, this Agreement may, by mutual agreement, be amended or modified, from time to time, in writing, and such amendments or modifications shall become a part of this Agreement when attached to this Agreement and signed by the respective parties; except, neither party is in any way whatsoever required to negotiate concerning or agree to any proposal of the other concerning any possible amendments or modifications.

SECTION 27.2 This Agreement shall be in full force and effect as of the date of its execution and shall remain in effect until midnight of April 30, 2017, and shall continue thereafter in full force and effect from year to year unless written notice of desire to terminate, amend, or modify this Agreement is given by either party to the other in writing by registered mail at least ninety (90) days and no more than one hundred twenty (120) days prior to the aforesaid termination date.

SECTION 27.3 Recognizing that this Agreement is the product and the demonstration of the strength of the bargaining process engaged in good faith, and recognizing the uniqueness of this Agreement between these parties, and notwithstanding any provisions to the contrary, both parties hereby affirm their intent that this Agreement shall remain in full force and effect after expiration until a new Agreement is reached.

Executed this 13 **day of** August **, 20**14

CITY OF HARVARD

Mayor

TEAMSTERS LOCAL 700

Teamsters Local 700 President

Teamsters Local 700 Secretary Treasurer

APPENDIX A
WAGE TABLES

			2.00%	2.00%	2.00%
		CURRENT	**5/1/2014**	**5/1/2015**	**5/1/2016**
Bus Driver Dispatch	**NEW HIRE**	$17.18	$17.52	$17.87	$18.23
	2 YEAR	$17.30	$17.65	$18.00	$18.36
	4 YEAR	$18.01	$18.37	$18.74	$19.11
	6 YEAR	$18.42	$18.79	$19.16	$19.55
	8 YEAR	$18.83	$19.21	$19.59	$19.98
	10 YEAR	$19.27	$19.66	$20.05	$20.45
	12 YEAR	$19.46	$19.85	$20.25	$20.65

			2.00%	2.00%	2.00%
		CURRENT	**5/1/2014**	**5/1/2015**	**5/1/2016**
Office Clerk	**NEW HIRE**	$18.01	$18.37	$18.74	$19.11
	2 YEAR	$18.42	$18.79	$19.16	$19.55
	4 YEAR	$18.83	$19.21	$19.59	$19.98
	6 YEAR	$19.27	$19.66	$20.05	$20.45
	8 YEAR	$19.66	$20.05	$20.45	$20.86
	10 YEAR	$20.09	$20.49	$20.90	$21.32
	12 YEAR	$20.29	$20.70	$21.11	$21.53

			2.00%	2.00%	2.00%
		CURRENT	**5/1/2014**	**5/1/2015**	**5/1/2016**
Police Dispatch/Police Assistant	**NEW HIRE**	$20.09	$20.49	$20.90	$21.32
Records Clerk	**2 YEAR**	$20.53	$20.94	$21.36	$21.79
	4 YEAR	$20.90	$21.32	$21.74	$22.18
	6 YEAR	$22.15	$22.59	$23.04	$23.51
	8 YEAR	$22.58	$23.03	$23.49	$23.96
	10 YEAR	$22.99	$23.45	$23.92	$24.40
	12 YEAR	$23.20	$23.66	$24.14	$24.62

			2.00%	2.00%	2.00%
		CURRENT	**5/1/2014**	**5/1/2015**	**5/1/2016**
Bookkeeper	**NEW HIRE**	$22.57	$23.02	$23.48	$23.95
	2 YEAR	$22.96	$23.42	$23.89	$24.37
	4 YEAR	$23.39	$23.86	$24.33	$24.82
	6 YEAR	$23.80	$24.28	$24.76	$25.26
	8 YEAR	$24.20	$24.68	$25.18	$25.68
	10 YEAR	$24.61	$25.10	$25.60	$26.12
	12 YEAR	$24.86	$25.36	$25.86	$26.38

			2.00%	2.00%	2.00%
		CURRENT	**5/1/2014**	**5/1/2015**	**5/1/2016**
Parks and Building Maint.	**NEW HIRE**	$24.04	$24.52	$25.01	$25.51

APPENDIX A
WAGE TABLES

			2.00%	2.00%	2.00%
		CURRENT	5/1/2014	5/1/2015	5/1/2016
Dispatch Supervisor	NEW HIRE	$24.20	$24.68	$25.18	$25.68
	2 YEAR	$24.61	$25.10	$25.60	$26.12
	4 YEAR	$25.05	$25.55	$26.06	$26.58
	6 YEAR	$25.90	$26.42	$26.95	$27.49
	8 YEAR	$26.29	$26.82	$27.35	$27.90
	10 YEAR	$26.72	$27.25	$27.80	$28.36
	12 YEAR	$26.97	$27.51	$28.06	$28.62

			2.00%	2.00%	2.00%
		CURRENT	5/1/2014	5/1/2015	5/1/2016
Public Works	NEW HIRE	$23.82	$24.30	$24.78	$25.28
	2 YEAR	$24.24	$24.72	$25.22	$25.72
	4 YEAR	$24.66	$25.15	$25.66	$26.17
	6 YEAR	$25.10	$25.60	$26.11	$26.64
	8 YEAR	$25.51	$26.02	$26.54	$27.07
	10 YEAR	$25.93	$26.45	$26.98	$27.52
	12 YEAR	$26.18	$26.70	$27.24	$27.78

			2.00%	2.00%	2.00%
		CURRENT	5/1/2014	5/1/2015	5/1/2016
Leadman	NEW HIRE	$25.29	$25.80	$26.31	$26.84
	2 YEAR	$25.70	$26.21	$26.74	$27.27
	4 YEAR	$26.12	$26.64	$27.18	$27.72
	6 YEAR	$26.55	$27.08	$27.62	$28.18
	8 YEAR	$26.96	$27.50	$28.05	$28.61
	10 YEAR	$27.39	$27.94	$28.50	$29.07
	12 YEAR	$27.64	$28.19	$28.76	$29.33

			2.00%	2.00%	2.00%
		CURRENT	5/1/2014	5/1/2015	5/1/2016
Utility Operator	NEW HIRE	$27.16	$27.70	$28.26	$28.82
Mechanic	2 YEAR	$27.49	$28.04	$28.60	$29.17
Foreman	4 YEAR	$27.90	$28.46	$29.03	$29.61
	6 YEAR	$28.32	$28.89	$29.46	$30.05
	8 YEAR	$28.73	$29.30	$29.89	$30.49
	10 YEAR	$29.17	$29.75	$30.35	$30.96
	12 YEAR	$29.46	$30.05	$30.65	$31.26

			2.00%	2.00%	2.00%
		CURRENT	5/1/2014	5/1/2015	5/1/2016
Crossing Guard	NEW HIRE	$15.26	$15.57	$15.88	$16.19
	TEN YEAR	$15.53	$15.84	$16.16	$16.48

APPENDIX B
VACATION/PDO SCHEDULE

	POLICE DISPATCH		
SENIORITY	**ANNIVERSARY DATE**	**MONTHLY ACCRUAL DAYS**	**TOTAL DAYS**
0-2 years	5.5 at end of Probation	1	**16**
2-5 years	6	1.5	**24**
5-10 years	8	1.75	**29**
11 years	9	1.75	**30**
12 years	10	1.75	**31**
13 years	11	1.75	**32**
14 years	12	1.75	**33**
15 years	13.5	1.75	**34**
16-19 years	13.5	1.75	**34**
20 years	13.5	1.75	**34**
21 years	14	1.75	**35**
22 years	15	1.75	**36**
23 years	16	1.75	**37**
24 years	17	1.75	**38**
25 years	18	1.75	**39**

	ALL OTHER DEPARTMENTS				
SENIORITY	**PERSONAL DAYS**	**YEARLY ACCRUAL DAYS**	**HOLIDAYS**	**TOTAL VACATION DAYS**	**TOTAL ALL DAYS**
1 year		5	11	5	**16**
2-5 years	3	10	11	13	**24**
5-10 years	3	15	11	18	**29**
11 years	3	16	11	19	**30**
12 years	3	17	11	20	**31**
13 years	3	18	11	21	**32**
14 years	3	19	11	22	**33**
15 years	3	20	11	23	**34**
16 years	3	20	11	23	**34**
17 years	3	20	11	23	**34**
18 years	3	20	11	23	**34**
19 years	3	20	11	23	**34**
20 years	3	20	11	23	**34**
21 years	3	21	11	24	**35**
22 years	3	22	11	25	**36**
23 years	3	23	11	26	**37**
24 years	3	24	11	27	**38**
25 years	3	25	11	28	**39**