

**AGREEMENT**

**between**

**VILLAGE OF ORLAND PARK**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO COUNCIL 31**

**on behalf of**

**Affiliated Local 368**

**5/1/2019 – 4/30/2026**

## Table of Contents

|                                                      |   |
|------------------------------------------------------|---|
| PREAMBLE .....                                       | 1 |
| ARTICLE I .....                                      | 1 |
| Section 1.1. Union Recognized.....                   | 1 |
| Section 1.2. Classification Not Guaranteed. ....     | 1 |
| Section 1.3. New Classifications.. ....              | 1 |
| Section 1.4 Duty of Fair Representation.....         | 2 |
| Section 1.5. Gender.....                             | 2 |
| ARTICLE II .....                                     | 2 |
| Section 2.1. Dues Checkoff. ....                     | 2 |
| Section 2.2 Union Indemnification. ....              | 2 |
| Section 2.3. Union Access. ....                      | 3 |
| Section 2.4. Union Bulletin Boards. ....             | 3 |
| Section 2.5. Information to the Union.. ....         | 3 |
| Section 2.6. Union Orientation.. ....                | 4 |
| ARTICLE III.....                                     | 4 |
| Section 3.1. Management Rights. ....                 | 4 |
| ARTICLE IV .....                                     | 5 |
| Section 4.1. General Policy.....                     | 5 |
| Section 4.2. Notice of Discussion. ....              | 5 |
| ARTICLE V .....                                      | 5 |
| Section 5.1. Hours of Work. ....                     | 5 |
| Section 5.2. Time Clocks. ....                       | 5 |
| Section 5.3. Meal Periods.. ....                     | 5 |
| Section 5.4. Tuesday through Saturday work week..... | 6 |
| Section 5.5. Electronic Recognition Systems. ....    | 6 |

|                                                                                             |    |
|---------------------------------------------------------------------------------------------|----|
| ARTICLE VI .....                                                                            | 6  |
| Section 6.1. Holidays. ....                                                                 | 6  |
| Section 6.2 Floating Holidays.....                                                          | 6  |
| Section 6.3. Holidays on Weekends.. ....                                                    | 7  |
| Section 6.4. Holiday Pay.....                                                               | 7  |
| Section 6.5. Eligibility Requirements. ....                                                 | 7  |
| Section 6.6. Holiday Hours for Overtime Purposes.....                                       | 7  |
| Section 6.7. Floating Holidays for Telecommunicators.. ....                                 | 7  |
| Section 6.8. Part-Time Employee Exclusion. ....                                             | 7  |
| ARTICLE VII .....                                                                           | 8  |
| Section 7.1. Definitions.....                                                               | 8  |
| Section 7.2. Application of Seniority.....                                                  | 8  |
| Section 7.3. Termination of Seniority.....                                                  | 8  |
| Section 7.4. Probationary Period - New Employees.....                                       | 9  |
| Section 7.4.A. TCO Probationary Period.....                                                 | 9  |
| Section 7.5. Seniority List.....                                                            | 9  |
| Section 7.6. Layoff and Recall.....                                                         | 10 |
| Section 7.7. Union Job Elimination. ....                                                    | 11 |
| Section 7.8.TCO Seniority Bidding of Permanent Shifts and Rating of Work<br>Schedules. .... | 11 |
| ARTICLE VIII.....                                                                           | 12 |
| Section 8.1. Purpose.....                                                                   | 12 |
| Section 8.2. Allowance.. ....                                                               | 12 |
| Section 8.3. Sick Leave Utilization.....                                                    | 12 |
| Section 8.4. Rate of Payment. ....                                                          | 12 |
| Section 8.5. Notification. ....                                                             | 13 |

|                                                          |    |
|----------------------------------------------------------|----|
| Section 8.6. Medical Examination.....                    | 13 |
| Section 8.7. Abuse of Sick Leave.....                    | 13 |
| Section 8.8. Part-Time Employee Exclusion.....           | 13 |
| Section 8.9. Retired Employees.....                      | 13 |
| Section 8.10. Annual Sick Leave Buy Back.....            | 13 |
| ARTICLE IX .....                                         | 13 |
| Section 9.1.....                                         | 13 |
| Section 9.2. Military Leave.....                         | 14 |
| Section 9.3. Jury Leave.....                             | 14 |
| Section 9.4. Voting Leave.....                           | 14 |
| Section 9.5. Bereavement Leave.....                      | 14 |
| Section 9.6. Leave for Illness, Injury or Pregnancy..... | 14 |
| Section 9.7. Benefits While on Leave.....                | 15 |
| Section 9.8. Non-Employment Elsewhere.....               | 15 |
| Section 9.9. Personal Leave Days.....                    | 15 |
| Section 9.10. Part-Time Employee Exclusion.....          | 15 |
| Section 9.11. Family and Medical Leave.....              | 15 |
| Section 9.12 Short-Term Disability.....                  | 16 |
| ARTICLE X.....                                           | 16 |
| Section 10.1. Eligibility and Allowances.....            | 16 |
| Section 10.2. Vacation Pay.....                          | 16 |
| Section 10.3. Scheduling and Accrual.....                | 16 |
| Section 10.3.A. TCO Scheduling.....                      | 16 |
| Section 10.3.B. Request For Leave Forms (RFL) TCO.....   | 17 |
| Section 10.4. Emergencies.....                           | 17 |
| Section 10.5. Holiday During Vacation Period.....        | 17 |

|                                                                                              |    |
|----------------------------------------------------------------------------------------------|----|
| Section 10.6. Vacation Rights in Case of Layoff or Separation. ....                          | 17 |
| Section 10.7. Part-Time Employee Exclusion. ....                                             | 18 |
| ARTICLE XI .....                                                                             | 18 |
| Section 11.1. Wage Schedules. ....                                                           | 18 |
| Section 11.1.A. Shift Differential. ....                                                     | 18 |
| Section 11.2. Pay Upon Promotion/Demotion.....                                               | 18 |
| Section 11.3. Step Increases.....                                                            | 18 |
| Section 11.4. Pay Period. ....                                                               | 18 |
| Section 11.5. Pay Rates for Higher Skills.....                                               | 18 |
| Section 11.6. Pay Rate for TCO Trainer.....                                                  | 19 |
| Section 11.7. Longevity Pay. ....                                                            | 19 |
| Section 11.8. Longevity Pay. ....                                                            | 20 |
| ARTICLE XII .....                                                                            | 20 |
| Section 12.1. Rate of Pay.....                                                               | 20 |
| Section 12.2.A. Distribution. ....                                                           | 21 |
| Section 12.2.B. TCO. Overtime Distribution. ....                                             | 22 |
| Section 12.3 Effect on Regular Work Day. ....                                                | 23 |
| Section 12.4 Part-Time TCO. ....                                                             | 23 |
| Section 12.5. On-Call and Call-Back of Telecommunicators.....                                | 23 |
| Section 12.5.A. On Call and Call Back for All Employees other than<br>Telecommunicators..... | 23 |
| Section 12.6. Overtime Cancellation TCOs.....                                                | 24 |
| ARTICLE XIII.....                                                                            | 24 |
| Section 13.1. Discipline. ....                                                               | 24 |
| Section 13.2 Pre-disciplinary Meeting.....                                                   | 24 |
| Section 13.3 Purge of Personnel File.....                                                    | 25 |

|                                                             |    |
|-------------------------------------------------------------|----|
| ARTICLE XIV.....                                            | 25 |
| Section 14.1. Definition. ....                              | 25 |
| Section 14.2. Procedure. ....                               | 25 |
| Section 14.3. Arbitration.....                              | 26 |
| Section 14.4. Limitations on Authority of Arbitrator.. .... | 27 |
| Section 14.5. Time Limit for Filing. ....                   | 27 |
| Section 14.6. Time Off.....                                 | 28 |
| Section 14.7. Representation.....                           | 28 |
| Section 14.8. Exclusivity of Grievance Procedure. ....      | 28 |
| ARTICLE XV.....                                             | 28 |
| Section 15.1. No Strike. ....                               | 28 |
| Section 15.2. No Lockout. ....                              | 28 |
| Section 15.3. Penalty.....                                  | 29 |
| Section 15.4. Union Official Responsibility. ....           | 29 |
| Section 15.5. Judicial Restraint.....                       | 29 |
| ARTICLE XVI.....                                            | 29 |
| Section 16.1. Compliance with Laws. ....                    | 29 |
| Section 16.2. Americans with Disabilities Act. ....         | 29 |
| ARTICLE XVII.....                                           | 29 |
| Section 17.1 Uniforms and Protective Clothing. ....         | 29 |
| Section 17.2. Uniform Care. ....                            | 30 |
| ARTICLE XVIII.....                                          | 30 |
| Section 18.1. Compliance with Laws. ....                    | 30 |
| Section 18.2. Unsafe Conditions.....                        | 30 |
| Section 18.3. Safety Committee.....                         | 30 |
| Section 18.4. Labor Management Meetings. ....               | 30 |

|                                                                                                       |    |
|-------------------------------------------------------------------------------------------------------|----|
| ARTICLE XIX.....                                                                                      | 30 |
| Section 19.1 Tool Allowance .....                                                                     | 30 |
| Section 19.2. Water Department.....                                                                   | 31 |
| Section 19.3. Commercial Drivers License Fee Reimbursement. ....                                      | 31 |
| Section 19.4. Licensing Fees. ....                                                                    | 31 |
| Section 19.5 Specialized Licensing. ....                                                              | 31 |
| ARTICLE XX.....                                                                                       | 31 |
| Section 20.1. Tuition Reimbursement. ....                                                             | 31 |
| Section 20.2. Educational Institution and Credit Hour Limitations for Tuition<br>Reimbursement.. .... | 32 |
| Section 20.3. Authorization To Attend Conferences, Conventions, Training<br>Sessions, Workshops. .... | 33 |
| ARTICLE XXI.....                                                                                      | 33 |
| Section 21.1. Coverage and Costs.....                                                                 | 33 |
| Section 21.1A. Cost Containment.....                                                                  | 33 |
| Section 21.1.B. Insurance Premium Cost Sharing.....                                                   | 33 |
| Section 21.1.C. HDHP/HSA Annual Deductible.....                                                       | 35 |
| Section 21.1.D. Wellness Incentive (All Plans).....                                                   | 35 |
| Section 21.1.E. Vision Care Plan.....                                                                 | 36 |
| Section 21.2. Health Maintenance Organization.. ....                                                  | 36 |
| Section 21.3. Life Insurance.. ....                                                                   | 36 |
| Section 21.4. Conversion. ....                                                                        | 36 |
| Section 21.5. Terms of Insurance Policies to Govern.....                                              | 36 |
| Section 21.6. Right to Change Insurance Carriers.....                                                 | 37 |
| ARTICLE XXII .....                                                                                    | 37 |
| Section 22.1. Savings Clause. ....                                                                    | 37 |
| ARTICLE XXIII.....                                                                                    | 37 |

|                                      |    |
|--------------------------------------|----|
| Section 23.1. Drug Testing. ....     | 37 |
| ARTICLE XXIV.....                    | 37 |
| Section 24.1. Entire Agreement. .... | 37 |
| ARTICLE XXV .....                    | 38 |
| Section 25.1. Termination.....       | 38 |



## PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF ORLAND PARK (hereinafter referred to as the "Village" or the "Employer") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 31 (hereinafter referred to as "AFSCME" or the "Union") on behalf of its affiliated LOCAL 368, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

## ARTICLE I RECOGNITION

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

Included: All non-professional employees in the Village of Orland Park with the following job titles: employees in the position of Telecommunicator; TCO Support Clerk; Bus Driver; Custodian II (Maintenance Worker II); Maintenance Worker I; Maintenance Worker III; Mechanic II; Water Plant Operator; Drafting Technician; Water Meter Technician, Water Sewer Worker I; Maintenance Electrician; and Engineering Technician.

Excluded: All employees regularly working twenty (20) hours a week or less, foremen, confidential employees such as the secretary to the Police Chief, secretary to the Mayor, secretary to the Village Manager, secretary to the Comptroller/Finance Director, and secretary to the Legal Department; professional employees; clerical employees such as those in the position of Principal Clerk, Clerk Typist I, II, III, Account Clerk, Account Technician I, II, Secretary I, II; together with all supervisory, managerial, short term employees and all other employees of the Village of Orland Park, Illinois.

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

Section 1.3. New Classifications. The Employer shall promptly notify the Union of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.

If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this bargaining unit, and the Union notifies the Employer of a desire to meet within ten (10) days of its receipt of the Employer's notice, the parties will then meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit, the Employer shall be free to implement its decision and the Union shall be free to challenge that decision before the Illinois State Labor Relations Board. If the inclusion of the proposed classification is agreed to by the parties or found appropriate by the Illinois State Labor Relations Board, the parties shall then negotiate as to the proper rate of pay for the classification with the Village free to assign a temporary rate pending resolution of negotiations. Article XVII, No Strike-No Lockout, shall continue in effect during these negotiations. If the parties fail to reach agreement in their negotiations, Management may institute its rate and the Union may file a grievance at Step 3 of the grievance procedure within ten (10) calendar days of notification of Management's decision. Management's rate shall not be changed by an arbitrator unless it is clearly unreasonable.

Section 1.4 Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of union membership. The Union further agrees to indemnify and hold harmless the Village from any and all liability, including monetary damages, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 1.5. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

## ARTICLE II UNION SECURITY AND RIGHTS

Section 2.1. Dues Checkoff. While this Agreement is in effect, the Village will deduct from each employee's pay check once each pay period an amount no more than the appropriate portion of the regular monthly Union dues and AFSCME People Fund for each employee in the bargaining unit a written notice consistent with Public Act 101-620 in the form set forth in Appendix A of this Agreement. The authorization shall remain in effect until revoked by the employee in writing consistent with Public Act 101-620. The dues deducted from employees, shall be remitted to the Chapter by the Employer within twenty (20) calendar days of the deduction, to the appropriate officer of the Union, together with a list of names, amounts, employee ID numbers, and other information consistent with Public Act 101-620 for whom deductions have been made. Payment shall be made by check or by electronic funds transfer. The actual amount deducted, as determined by the Union, shall be the same amount for each employee in order to ease the Employer's burden of administering this provision. If the employee has no earnings due for that pay period, or if the employee is on disability or receiving workers' compensation, the Union shall be responsible for collecting said dues. The Union agrees to refund to the Village any amount paid to the Union in error on account of this dues deduction provision. The Union may change the fixed, uniform dollar amount which shall be considered the regular monthly dues once each year during the life of this Agreement. The Union will give the Village thirty (30) days' notice of any such change in the amount of uniform Union dues to be deducted.

Section 2.2 Union Indemnification. The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by

the Employer in complying with this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

**Section 2.3. Union Access.** One Union representative, and his successor(s) as designated by the Union, shall have access to the premises of the Village in order to help resolve a serious dispute or problem. In order to receive access, the representative must provide advance notice to the Assistant Village Manager or his designee and make arrangements not to disrupt the work of employees on duty. The representative may visit with employees during their non-working periods if such visit does not disturb the work of any employees who may otherwise be working. Nothing in this section prevents the Union from conducting worksite meetings or grievance processing consistent with Public Act 101-620. The Union will provide advanced notice to the Village as outlined above.

In addition, consistent with Public Act 101-620, the Village shall provide the Union access to the Village mailboxes to communicate with bargaining unit employees.

**Section 2.4. Union Bulletin Boards.** The Village will make available appropriate space for the posting of official Union notices of a non-political, non-inflammatory nature on existing Village bulletin boards where bargaining unit employees normally work. Such bulletin board shall be placed in the area just above or to the side of the employee time clocks used by bargaining unit employees. The Union's use of the designated bulletin boards for such purpose shall be restricted to the following:

- (a) Notice of Union recreational and social activities;
- (b) Notice of Union elections and results of such elections;
- (c) Notice of Union appointments;
- (d) Notice of Union meetings, committee meetings and reports and minutes of said meetings; and
- (e) If the Union desires to post any other information or material, the Union shall first submit the same to the Assistant Village Manager or his designee for approval. The Assistant Village Manager or his designee shall only disapprove of a posting if he determines that the information or material submitted is of a partisan, political or defamatory nature.

The Union will limit the posting of Union notices on Village premises to such bulletin boards. The Union President or Vice President shall be the sole union officials authorized to post notices on such bulletin boards, and one (1) such official shall date and initial all such postings.

**Section 2.5. Information to the Union.** On a quarterly basis, the Village shall make accessible to the Union written information concerning new hires, layoffs, promotions, transfers, recalls from layoffs, suspensions, discharges and terminations which directly pertain to bargaining unit employees. This information shall consist of the name of the employee, nature of action taken, and the effective date of said action.

In addition, every month, as outlined above in Section 2.1, the Employer shall furnish the Union, with information on all Bargaining Unit employees consistent with Public Act 101-620. This must include name, address, job title, worksite location, work telephone numbers, identification number, date of hire, work email address, any home and personal cellular telephone numbers on file with the employer, and any personal email addresses on file with the employer.

Section 2.6. Union Orientation. Management shall notify the Union within ten (10) days of hire of all newly hired employees and provide information consistent with Public Act 101-620.

Within the first two weeks of employment, the Union shall at a mutually agreed upon time, be afforded an opportunity to provide Union orientation to all said employees consistent with Public Act 101-620. Village facilities shall be made available during or off working hours, provided the village schedules will not be disrupted.

### ARTICLE III MANAGEMENT RIGHTS

Section 3.1. Management Rights. Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct the affairs of the village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to determine the workweek of employees and to establish the starting and ending times of the workday; to assign or to transfer employees within the Village; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to lay-off or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract out for goods and services; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

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

## ARTICLE IV SUBCONTRACTING

Section 4.1. General Policy. It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency.

Section 4.2. Notice of Discussion. Except where an emergency situation (including natural and/or man-made disasters) exists, before the Village subcontracts work in a general area, where such subcontracting would result in the loss of any existing bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to meet and discuss the desirability of subcontracting such work. Such discussion may include, among other items, the availability of bargaining unit employees and equipment, and the relative economic costs.

## ARTICLE V HOURS OF WORK

Section 5.1. Hours of Work. The Straight 8 pilot program will be incorporated for remainder of this contract term.

Section 5.2. Time Clocks. The Village may continue its use of a system for employee timekeeping for bargaining unit employees. The Village may change the system or program used for timekeeping procedures, but must first notify the union of such changes. Time Cards shall not bear the Employee's Social Security Number.

Section 5.3. Meal Periods. All employees shall be granted a thirty (30) minute meal period during each work shift. This meal period shall be taken at a time approved in advance by an employee's immediate supervisor outside the bargaining unit. Time granted for meal periods shall include any travel time utilized by the employee during the meal period. When appropriate, the meal period shall be scheduled at the middle of each shift or regular work day. Employees may be required to punch a time clock in and out for meal periods.

Subject to the foregoing conditions, the Employer shall provide an unpaid one-half (1/2) hour meal period to any employee who is requested to, and does, work four (4) hours beyond his regular quitting time. The employee shall be furnished additional unpaid meal periods of one-half (1/2) hour each every eight (8) hours thereafter while he continues to work. In all instances, the employee will buy the meal.

If an employee is scheduled to work four (4) hours beyond his quitting time, he will be given a paid fifteen (15) minute rest period during that four (4) hour period.

If an employee is requested to and does work through his meal period, the employee will be given a later meal period or equivalent time off during the shift. If the employer schedules the missed meal period in the last thirty (30) minutes of the shift at the employer's option, the employer may allow the employee to leave. If the employer is unable to reschedule the meal period, the

employer will pay the employee one and one-half (1 1/2) times the applicable hourly rate of pay for the meal time missed.

Section 5.4. Tuesday through Saturday work week. When the Village schedules an employee to work a Tuesday through Saturday work week, and the Village observes a paid holiday on a Monday, then such employee shall receive eight (8) hours pay at the employee's straight time hourly rate for the observance of said holiday. Payment of this amount is subject to those eligibility requirements contained in Section 8.5 of the Agreement.

If an employee actually works forty (40) hours during a Tuesday through Saturday work week, but also receives eight (8) hours pay for a holiday observed on a Monday of that same week, then the eight (8) hours pay received for the holiday will count as hours worked for purposes of determining the employee's eligibility for overtime pay.

The Village retains the right to determine, and change from time to time, the work schedules of all bargaining unit employees. This provision shall not apply to bargaining unit employees in the position of telecommunicator.

Section 5.5. Electronic Recognition Systems. Electronic recognition systems, including but not limited to Automatic Vehicle Location (AVL), Global Positioning System (GPS), security cameras, dual facing dash cameras, proximity cards and any evolution of these respective technologies may be used for operational and programmatic purposes, including but not limited to improving health and safety at Village work locations. The Village will comply with employees' reasonable expectation of privacy. This includes protection from data collection in restrooms, dressing rooms, and lactation rooms. These systems will not be used to record audio.

If any such data is to be used to discipline or discharge an employee, the Village must provide the Union an opportunity to review the data used by the Village to support the discipline or discharge, unless otherwise prohibited as a result of criminal proceedings.

## ARTICLE VI HOLIDAYS

Section 6.1. Holidays. The following are paid holidays for eligible employees:

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

Section 6.2 Floating Holidays. Effective on and after January 1, 1998, eligible employees shall be entitled to two (2) floating holidays during each calendar year. This floating holiday is a



regular day off with pay. Employee requests to utilize floating holidays under this section shall be submitted in advance to the Department Director or his designee for approval and may only be taken in full day increments.

Section 6.3. Holidays on Weekends. Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. When any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 6.4. Holiday Pay. For each such holiday, when not worked, an eligible employee shall receive eight (8) hours pay at his regular straight-time hourly rate. For each such holiday in fact worked an eligible employee shall receive a total of eight (8) hours pay at two and a half (2-1/2) times his regular straight-time hourly rate. There will be no compensatory time off granted in lieu of pay for time worked on a holiday.

Section 6.5. Eligibility Requirements. In order to be eligible for holiday pay, the employee must work the employee's regularly scheduled work day immediately preceding and immediately following the holiday, unless the employee is on a previously authorized absence or can provide proof of illness or an otherwise acceptable absence is established to the satisfaction of the Village.

Section 6.6. Holiday Hours for Overtime Purposes. For the purpose of computing overtime, all holiday hours worked or unworked for which an employee is compensated shall be regarded as hours worked.

Section 6.7. Floating Holidays for Telecommunicators. The provisions of Sections 8.1, 8.2, 8.3, 8.4, and 8.5 of this Agreement shall not apply to employees in the position of Telecommunicator (TCO). Each TCO shall be eligible to utilize eleven (11) days off during each calendar year. When such a day is properly utilized by TCO, he shall be entitled to eight (8) hours pay at his regular straight-time hourly rate. Requests to utilize floating holidays under this section shall be submitted in advance to the Police Chief or his designee for approval.

Unused paid time off under this section may be carried over until April 1 of the following calendar year.

If a TCO is required to work as part of their regularly scheduled work week on one of the specific holidays listed under Section 8.1 of this Agreement, then such TCO shall be paid at the rate of one and one-half (1-1/2) times his regular straight-time hourly rate for all hours actually worked on such holiday, in addition to those other benefits provided under this Section. For each such holiday an employee is required to work which is not a regularly scheduled work day then such TCO shall be paid at two (2) times his regular straight-time hourly rate in addition to those other benefits provided under this Section.

Section 6.8. Part-Time Employee Exclusion. The provisions of this Article are not applicable to those bargaining unit employees regularly scheduled to work less than forty (40) hours per week.

## ARTICLE VII SENIORITY

Section 7.1. Definitions. Unless stated otherwise, seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service as a full-time employee with the Village since the employee's last date of hire.

Section 7.2. Application of Seniority. Unless recall procedures under Section 9.6 are being utilized, this provision shall govern filling of vacancies in the bargaining unit. In the event there is a permanent vacancy in a bargaining unit classification which the Village desires to fill or in the event the Village creates a new bargaining unit classification, notice of such vacancy shall be posted for five work days. The Village shall determine qualifications necessary for an employee to hold a bargaining unit position. During the posting period, non-probationary employees may apply for the vacancy on forms supplied by the Village. The Village may also advertise the position and accept applications from persons not employed by the Village.

The Village will select a qualified bidder or applicant based upon qualifications, which shall be determined by the Village based upon factors including, but not limited to, examinations and interviewing. In addition, where qualifications among bidding bargaining unit employees are relatively equal, the senior bidder shall be selected. If, in the judgment of the Village, a non-bargaining unit employee (outside bidder) is demonstrably more qualified than a current Village employee bidding for the vacancy, the Village may hire the outside bidder.

The Village may temporarily fill a vacancy while it is applying the procedure specified under this Section. An employee who is promoted pursuant to the job posting procedure shall observe a trial period on the new job which shall not exceed six months. The Village has the sole discretion to remove the employee during the trial period and in such event the employee shall be returned to his former classification, seniority permitting, or transferred to another classification.

Section 7.3. Termination of Seniority. Seniority and the employment relationship will be terminated when an employee:

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

The parties agree the following reasons, among others, constitute cause for discharge when an employee:

- 1) is absent for three (3) consecutive working days without notifying the Village;
- 2) is laid off and fails to notify the Assistant Village Manager or his designee of his intention to return within five (5) days after receiving notice of recall or who fails to return at the designated time;



- 3) does not report to work within forty-eight (48) hours after the termination of an authorized leave of absence;

Section 7.4. Probationary Period - New Employees. Except as otherwise provided in Section 9.4.A (TCO Probationary Period), all new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of six (6) months. The Employer may extend an employee's probationary period at its discretion, if a probationary employee is absent for a period in excess of three (3) consecutive days. The extension shall not exceed one (1) month or the total number of days an employee was absent during the initial probationary period, whichever is greater. During the employee's probationary period, the employee may be represented by the Union except in cases of dismissal.

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

Section 7.4.A. TCO Probationary Period. All new employees or those hired after loss of seniority who are assigned to the position of Telecommunicator ("TCO") shall be considered probationary employees until they complete a probationary period of at least fifteen (15) months of actual work for the Employer in such position. The Employer may extend the employee's probationary period at its discretion, if the probationary employee is absent for a period in excess of three (3) consecutive days. The extension shall not exceed one month or the total number of days the employee was absent during his initial probationary period, whichever is greater.

A probationary employee shall not have seniority, and may be terminated with or without cause at the sole discretion of the Village. The dismissal of a TCO at any time during his probationary period shall not be subject to the grievance and arbitration procedure of this Agreement. Upon successful completion of the probationary period, an employee's seniority shall date back to the most recent date of hire and the employee's name shall be added to the seniority roster.

If a TCO successfully completes the first nine (9) consecutive months of his TCO probationary period, then such employee shall not be dismissed during the remainder of his probationary period without being afforded the opportunity to meet with the Chief of Police or his designee to discuss such termination in advance. During any such pre-termination meeting, the probationary employee may be represented by the Union. This paragraph shall not, however, be construed as a limitation upon the Employer's right to terminate a TCO at any time during the remainder of his probationary period, with or without cause.

Section 7.5. Seniority List. The Village shall maintain and keep current a seniority roster noting the date of hire and current position by Division and job title and/or classification for all employees covered by this Agreement. A copy of this roster shall be posted at the time this Agreement becomes effective and an updated copy of the seniority roster shall be posted every six months by the Employer. The Union president or his designee shall be supplied with a copy of each roster which is so posted. The Village shall not be responsible for any errors in the seniority

list unless such errors are brought to the attention of the Assistant Village Manager in writing within fifteen (15) working days after the seniority list is posted. However, the Village may correct a mistake in the seniority list after the fifteen (15) working days have expired when such a mistake is brought to the Village's attention, but such correction shall not affect in any way any action taken by the Village based upon the original seniority list or result in any liability on the Village's part for any action based on the original seniority list.

Section 7.6. Layoff and Recall. The Village in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- (a) probationary employees; and
- (b) part-time employees not included in the bargaining unit who regularly perform the same duties as bargaining unit employees; and
- (c) bargaining unit employees regularly working less than forty (40) hours per week; and
- (d) in the event of further reductions in force, employees will be laid off from their affected job classification and Division and/or Branch in accordance with their seniority, skill and ability to perform the remaining work without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least job classification seniority within the Division and/or Branch will be laid off first.

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

If an employee is recalled to a position in a lower-rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available, provided the employee has the current skill and ability to perform the work in question. Unless otherwise indicated, employees shall be compensated at the rate applicable to the job classifications to which they are recalled. The Village shall not hire new full-time employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and Division and/or Branch and are willing to be recalled to said classification and are available to perform work immediately.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Assistant Village Manager or his designee of his intention to return to work within five (5) days after receiving notice of recall. An employee's failure to notify the village of his intention to return to work within five days shall constitute a waiver of the employee's subsequent right to recall, unless otherwise mutually agreed between the Village and the Union. The Village shall be deemed to have fulfilled its obligations by mailing

the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Village with his latest mailing address.

Section 7.7. Union Job Elimination. An employee whose job is being permanently eliminated or who is laid off in accordance with Section 9.6 may bump the least senior employee in the bargaining unit, provided the employee who is being laid off or whose job is being permanently eliminated has the skill, qualifications and ability in the sole opinion of the Employer essential to perform the job functions of the position of the employee being bumped.

Section 7.8.TCO Seniority Bidding of Permanent Shifts and Rating of Work Schedules.

I. The more senior employees shall have preference for assignment to one (1) of the three (3) permanent shifts (Days, Afternoons or Nights). Shifts shall be made available for bid by employees during the month of November. Shift assignments that are bid each year in November for the twelve (12) month period beginning February 1 and ending January 31 shall be for a twelve (12) month period: February 1 through January 31. The bid process shall be conducted by AFSCME and the results shall be presented to the Chief of Police no later than November 15 for the period beginning February 1. The Chief of Police shall then prepare the new schedule of shift assignments based upon the results of the bidding process and operational needs of the department as determined by the Chief of Police and said annual schedule shall be posted no later than December 1 of each year. The three permanent shifts currently are: Days (0630 - 1500), Afternoons (1430 - 2300), Nights (2230 - 0700).

(a) Process for Permanent Shift Bidding. The process for choosing permanent shifts will be conducted using the existing Seniority List, with the most senior TCO choosing first and then the next senior TCO and so on.

The TCO shall choose the most desired shift first, the second most desired shift and the remaining shift as his third choice.

The permanent shift selection process will first fill the shifts using the first choice of all TCO's. Then the remaining openings will be filled once again, the most senior TCO second preference and so on.

(b) As an opening on a shift becomes available, the next senior TCO who chooses that shift as his first preference will be offered that position. If any TCO declines a position that is offered to him, that position will be offered to the next TCO and so on. The TCO who declines a position will forfeit his right to reclaim that position until the next bidding period.

(c) If a TCO is assigned to a different detail or duty status, such as Alternate Duty Status, and thereafter returned to the TCO position by direction of the Chief of Police, that TCO shall have the right to acquire the shift that would have been available to him in the original bid process. Individual TCO's could be reassigned from their shift(s) in this case, if the returning TCO was senior. If the TCO returns at his own election, the individual TCO waives the opportunity to exercise his right of shift assignment until the next bidding period.

II. **TCO Work Schedule.** The TCO's regular work schedules shall be posted no less than seven (7) calendar days prior to the starting date of the schedule unless an emergency condition exists. Individual schedules may be changed from time to time to suit varying conditions; provided, however, that the changes shall be made for valid operational reasons. Such changes shall not be subject to challenge through the grievance procedure unless it can be shown that the change was for reasons which are arbitrary and capricious.

The work schedules of TCOs shall be based upon 2080 hours of work per year on a schedule of four days of work followed by two days off work. Each work day shall consist of a one-half hour check in and roll call period followed by eight hours of work which shall include a one half hour unpaid and off duty lunch period. The four on two off work schedule adds up to two hundred forty-three (243) days of work or 1,944 hours of work. The remaining time of seventeen (17) days or one hundred thirty-six (136) hours will be accounted for with up to twelve (12) pay back days worked at the rate of one per month and four and one half (4-1/2) additional pay back days which will be used for training, department meetings and the annual awards ceremony in a minimum of four hour segments or time periods.

## ARTICLE VIII SICK LEAVE

Section 8.1. Purpose. Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Sick employees are expected to remain at home unless hospitalized or visiting their doctor. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense which may result in discipline of an employee.

Section 8.2. Allowance. Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay. Employees other than TCOs shall be eligible for sick leave after completion of their probationary period with the Employer. TCOs shall be eligible for sick leave after completion of one (1) year of employment with the Employer.

Section 8.3. Sick Leave Utilization. All eligible employees shall be entitled to and receive compensation for eight (8) sick days annually beginning January 1st of each year. Paid time off for sick days may be used in no less than one (1) hour increments. Employees may use sick leave to care for a member of the immediate family. For purposes of this section "immediate family" shall mean: an employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Whenever sick time off is required for a medical appointment or treatment for the employee, the employee's immediate family, the employees are responsible for notifying their supervisor in advance and providing written verification from the doctor of the employee's, the employee's spouse or the employee's child, appointment upon return to work. Any employee who is discharged or terminates their employment forfeits all sick leave accrued benefits.

Section 8.4. Rate of Payment. Employees shall be paid eight (8) hours at one hundred percent (100%) of their regular, straight-time hourly rate of pay for each accumulated single day

of sick leave properly utilized. The Village may require a doctor's slip attesting to an illness of two or more days immediately upon the employee's return from such leave.

Section 8.5. Notification. Except as otherwise noted herein notification of absence due to sickness of the employee or the employee's immediate family shall be given to the Village no later than thirty (30) minutes prior to the scheduled starting time of their work shift unless it is shown that such notification was reasonably impossible. Telecommunicators shall notify the designated Village supervisor of their absence not later than sixty (60) minutes prior to the scheduled starting time of their work shift, unless it is shown that such notification was reasonably impossible. Failure to properly report an illness or absence shall be considered as absence without pay and may subject the employee to discipline, as well. Exceptions to the notification requirements set forth in this section may be made at the discretion of the Village.

Section 8.6. Medical Examination. The Village may, at its discretion, require an employee utilizing sick leave to submit at any time during such leave to an examination by a doctor or nurse designated by the Village, at the Village's expense.

Section 8.7. Abuse of Sick Leave. Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline.

Section 8.8. Part-Time Employee Exclusion. The paid sick leave provisions of this Article are not applicable to those bargaining unit employees regularly scheduled to work less than forty (40) hours per week.

Section 8.9. Retired Employees. Upon an Employee's retirement, the Village will pay the retiring employee the current straight time hourly rate or equivalent for every hour of sick time in excess of four hundred (400) hours, which the employee accrued.

Section 8.10. Annual Sick Leave Buy Back. Effective January 1, and payable after December 31:

The Village, on an annual basis, will pay an employee the current straight time hourly rate or equivalent in whole day increments for unused sick time up to four (4) days per year. To be eligible the employee must have used four (4) or less sick days during that calendar year.

If employee elects to exercise this "Annual Sick Leave Buy Back" option, only the remaining unused sick days after buy back from that year will accrue towards the employee's buy back upon retirement. The specific procedures for documenting sick leave usage and making application for Annual Sick Leave Buy Back payments shall be in accordance with such orders issued from time to time by the Village Manager.

## ARTICLE IX LEAVE OF ABSENCE

Section 9.1. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Village Manager or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off

the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 9.2. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 9.3. Jury Leave. Employees covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the Village. However, employees shall be permitted to retain any jury duty funds specifically designated as reimbursement for travel expenses. The Village shall compensate such employees, at their regular rate of pay, for each hour actually spent on jury duty up to eight (8) hours per day.

Section 9.4. Voting Leave. Voting leave shall be granted in accordance with applicable law.

Section 9.5. Bereavement Leave. In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, parents of spouse and step-parents, brothers and sisters of employee, brother-in-law and sister-in-law of employee, sons and daughters-in-law and spouse or grandparents and grandchildren of employee and spouse) an employee shall be granted up to three (3) consecutive workdays as bereavement leave. Leave beyond such three (3) days may, upon approval of the Department or Division Head or their designee, be taken if charged to the employee's vacation leave accrual account, if any.

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

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

Section 9.6. Leave for Illness, Injury or Pregnancy.

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

(b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Department or Division Head or their designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, unless bedridden, the employee may be required to personally appear at the Employer's premises and furnish a current report from the attending doctor at the end of every ten (10) working days.



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

**Section 9.7. Benefits While on Leave.**

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

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

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

**Section 9.8. Non-Employment Elsewhere.** A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the Village.

**Section 9.9. Personal Leave Days.**

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

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

**Section 9.10. Part-Time Employee Exclusion.** The provisions of this Article are not applicable to those bargaining unit employees regularly scheduled to work less than forty (40) hours per week. The above does not apply to Telecommunicators.

**Section 9.11. Family and Medical Leave.** All eligible employees are entitled to certain minimum unpaid leave days for medical and family purposes pursuant to the provisions of the Family and Medical Leave Act of 1993. Refer to Appendix G Memorandum of Understanding Regarding Family and Medical Leave.

Section 9.12 Short-Term Disability. An employee who is unable to work by reason of illness, injury or pregnancy may become eligible for short-term disability pay. Refer to Appendix D Memorandum of Understanding Regarding Short-Term Disability.

## ARTICLE X VACATIONS

Section 10.1. Eligibility and Allowances. Employees shall be eligible to begin earning paid vacation allowance as of their date of hire, but no employee shall be entitled to utilize any earned vacation allowance until completion of their first year of employment. Vacation allowance shall only accrue as of the employee's annual anniversary date of employment, i.e., upon an employee's anniversary date of employment, the employee shall become eligible to utilize vacation allowance earned during the preceding twelve-month period. (e.g., if an employee begins employment with the Village on July 1, 1988, that employee may earn up to ten (10) days of vacation during his first year of employment, but the employee will not be eligible to utilize those days until the twelve-month period commencing on July 1, 1989.) Vacation allowances shall be based upon the following schedule:

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

Employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work. The amount of an employee's accumulated vacation leave above five (5) days may be used for personal business in amounts and at times designated by the employee and approved by the employee's Department or Division Head or their designee.

Section 10.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the date of the employee's vacation.

Section 10.3. Scheduling and Accrual. Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's seniority. During the first thirty (30) days of each calendar year, the Employer will post a vacation schedule indicating those times when employees will be able to select vacation preference. During this thirty (30) day period of time, employees will be granted their vacation preference based upon their seniority. Thereafter, vacation periods will be granted by the Employer on a first-requested, first-granted basis. Unused vacation time shall not accumulate from year to year.

Section 10.3.A. TCO Scheduling. Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's shift seniority. The Employer shall post a vacation schedule on the first day of December for the entire month each year



indicating those times when employees will be able to select their vacation preference for the following year. During this thirty (30) day period of time, employees will be granted their vacation preference based upon their shift seniority. Thereafter, vacation periods will be granted by the Employer on a first-requested, first-granted basis.

If an employee voluntarily bids and changes to another permanent shift; that employee will lose his vacation pick if it is in conflict with the vacation pick of another employee on the same shift regardless of seniority.

If management changes an employee's shift and a vacation conflict on that shift results; then management will honor the vacation pick of both employees and fill the vacancy per the terms of this agreement.

In conjunction with the 4 and 2 schedule concerning vacation days, one holiday either before or after the vacation will be approved.

The forgoing paragraph is not intended to waive management rights.

Section 10.3.B. Request For Leave Forms (RFL) TCO. To meet additional administrative needs to schedule time off including holidays, personal days or compensatory time due, RFL's shall be submitted prior to the fifteenth (15th) day of the preceding month. (This is normally the time allotted for publishing the upcoming schedule.) These requests will be handled on a Seniority List basis. Any holiday request RFL's filed after that time would be handled on a first come, first serve basis and thus void the prior need to file holiday requests during the first 30-days of the year for the entire year.

Section 10.4. Emergencies. Where a vacation day is needed for emergency reasons, such as unexpected family illness or attendance at an out-of-state funeral in the event of death of an immediate family member (as defined in Section 11.5) in excess of bereavement leave benefits under Section 11.5, the employee will notify the Village as soon as possible of such need. If the Village is able to arrange suitable coverage for the employee's work, the employee will be given the requested day(s) off as a vacation day(s), provided the employee has the requisite number of approved vacation day(s) available.

Section 10.5. Holiday During Vacation Period. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended by the length of such holiday. The number of employees that will be allowed to be on vacation during the same time will be subject to the approval of the Department or Division Head. Should an emergency arise at the time of vacation all employee vacations may be cancelled provided the employees' services are required.

Section 10.6. Vacation Rights in Case of Layoff or Separation. Any employee who is laid off, retired or who voluntarily quits prior to taking his vacation shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation. Payment shall generally be made within one (1) week or by the following pay period.

Section 10.7. Part-Time Employee Exclusion. The provisions of this Article are not applicable to those bargaining unit employees regularly scheduled to work less than forty (40) hours per week. The above does not apply to Telecommunicators.

## ARTICLE XI WAGES

Section 11.1. Wage Schedules. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and incorporated herein as "Appendix B."

The hourly rate of full-time employees and those bargaining unit employees regularly working less than forty (40) hours per week shall be determined from the applicable wage schedule by dividing the annual salary by Two Thousand Eighty Hours (2,080). The pay range (top, bottom and intervening steps) for each of the various job classifications is set forth on the applicable wage schedule.

Section 11.1.A. Shift Differential. Effective upon ratification a shift differential of seventy-five cents (\$.75) per hour shall be paid to all non-probationary TCOs assigned to work shifts except the shift from 6:30 a.m. to 3:00 p.m.

Effective upon ratification all non-probationary Maintenance workers I, II and III's working in Public Works shall be paid a shift differential of seventy-five cents (\$.75) per hour in addition to their base salary rate when assigned to the 12:30 p.m. to 9:00 p.m. shift.

Section 11.2. Pay Upon Promotion/Demotion. If an employee is promoted to a higher job classification, said employee shall immediately be placed at the appropriate salary within the applicable range and will move to the merit-based performance plan described in Appendix B.

If an employee is demoted to a position within the bargaining unit, or demoted from one bargaining unit position to another, then the employee shall be compensated pursuant to the pay range which applies to his new job classification and will be moved to the merit-based performance plan described in Appendix B..

Section 11.3. Step Increases. A bargaining unit employee hired on or before October 18, 2021 shall receive a step increase, i.e., move from one step to the next immediate step in the pay range for his job classification, on his next anniversary date of employment by the Village (or on the date of promotion or demotion, whichever occurs later), provided the employee has obtained a satisfactory or better job evaluation for the year immediately preceding said date from the Employer. This increase will only continue until the employee reaches the last step or is promoted at which time the employee will move to the merit-based performance plan described in Appendix B.

Section 11.4. Pay Period. The salaries and wages of employees shall be paid in accordance with the Village's current general practice which may be changed by the Village for good cause shown.

Section 11.5. Pay Rates for Higher Skills. When an employee is qualified for and is temporarily required to serve and accept the responsibility for work in a more responsible position

with a higher pay range, such employee may receive the entrance rate of that position or can be advanced in the higher pay range to a level above his present rate, whichever is higher, while so assigned, subject to approval of the Village Manager or his designee. To qualify for the higher rate of pay, the temporary assignment shall be regular and continuous in character for at least seven (7) consecutive eight (8) hour working days.

Section 11.6. Pay Rate for TCO Trainer. Following the date this Agreement becomes effective, if a Telecommunicator (TCO) is specifically designated by the Village Chief of Police as a "TCO Trainer," then that TCO's existing rate of pay shall be increased by the amount of three hundred dollars (\$300.00) per month. The higher rate of pay shall only apply while the TCO remains designated as a TCO Trainer.

The Village Chief of Police retains the sole right to determine who shall be designated a TCO Trainer. The Village Chief of Police may, at his discretion, terminate and/or change any or all such designations at any time. A TCO Trainer shall perform those duties and responsibilities as may be specified from time to time by the Village Chief of Police or his designee.

Section 11.7. Longevity Pay. This section applies only to those employees hired before November 20, 1997. Eligibility for longevity pay under this Section shall be determined based upon the number of years of continuous, full-time employment with the Village by an employee as of his most recent anniversary date of hire observed immediately prior to the fiscal year starting on May 1, 1997, and subsequent fiscal years starting on May 1, 1998 and on May 1, 1999. (e.g., An employee who had completed five years of continuous service in a full-time position with the Village as of the employee's last anniversary date of hire observed prior to May 1, 1997 would be eligible for the longevity payment described below commencing on May 1, 1997. Alternatively, an employee who reaches his five year anniversary date following May 1, 1997 and before May 1, 1998 would not be entitled to any monthly longevity payment under this Section until the fiscal year commencing on May 1, 1998.)

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

Completed Years  
of Full-Time  
Service Prior

Current

5 - 9 1,000

10 - 14 1,400

15 - 19 1,700

20 + 2,000

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

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

Section 11.8. Longevity Pay. This section applies only to those employees hired after November 20, 1997. Eligibility for longevity pay under this Section shall be determined based upon the number of years of continuous, full-time employment with the Village by an employee as of his most recent anniversary date of hire observed immediately prior to the fiscal year starting on May 1, 1998, and subsequent fiscal years starting on May 1, 1999 and on May 1, 2000.

Effective May 1, 2016, eligible employees in a bargaining unit position will receive longevity pay pursuant to the following schedule:

|                     |            |
|---------------------|------------|
| 10 years – 14 years | \$700.00   |
| 15 years – 19 years | \$900.00   |
| 20 years +          | \$1,100.00 |

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

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

## ARTICLE XII OVERTIME

Section 12.1. Rate of Pay. All overtime work must be approved in advance by the employee's immediate supervisor. Overtime shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- 1) **Daily.** All hours worked by an employee in excess of eight (8.0) hours daily shall be paid at the rate of one and one-half (1.5) times the employees established hourly rate of pay, except as noted below.
- 2) **Saturday Work.** All work performed on Saturday, except as noted below.
- 3) **Sunday Work.** All overtime hours of work performed on Sunday shall be compensated at a rate of two (2) times the employee's established hourly rate, except as noted below.

The overtime rates specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days are part of their regular posted work schedules for a given workweek. Such employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all work performed on the sixth (6th) consecutive work day in that work week and two (2) times their regular hourly rate of pay for all work performed on their seventh (7th) consecutive work day in that work week. Does not apply to TCOs.

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

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

Section 12.2.A. Distribution. Employees will be required to work overtime as assigned. The Village will, however, endeavor to distribute on a reasonably equitable basis overtime work to qualified employees in the same job classification and work crew, Division or Branch. A "work crew" may be comprised of employees from more than one Department, Division or Branch; e.g., the snow plowing work crew.

Where the Employer is aware in advance that overtime work will be needed, the Employer will attempt, if practicable, to offer that work to the employee within a work crew, Division or Branch and job classification who is qualified to perform the overtime assignment, in accordance with the rotation system described in this paragraph. Within a Work Crew, Division or Branch, the initial rotation shall start with the qualified employee in each classification who has the greatest seniority with the Village. A qualified employee who declines proffered overtime work under this section shall not again be entitled to overtime work until his next turn in the rotation. If an employee is determined not to be qualified for the specific overtime work in question, the employee shall not lose his place on the applicable rotation list. The Village shall not be required to break in on any work in progress or change an employee's shift when assigning overtime.

The foregoing rotation provision shall not be applicable where the overtime work is a continuation of the-work being performed during the employee's normal hours of work; provided, however, if such overtime amounts to more than two hours, the employee shall revert to the bottom of the applicable rotation list. The rotation procedure described herein will be followed when practicable until the required employees have been selected for overtime work. If the use of the rotation procedure is not appropriate due to abnormal or unusual circumstances, or if employees do not volunteer for the overtime work, then the Employer shall assign the overtime as it deems appropriate, including to non-bargaining unit or seasonal employees with the ability to perform the overtime work.

If an employee demonstrates that he did not receive overtime for which he was entitled under this Section, then the remedy shall be to compensate the employee in compensatory time at his option the amount of overtime he would have been entitled to if he had worked the overtime assignment.

Section 12.2.B. TCO. Overtime Distribution. TCO's will be required to work overtime as assigned. When practicable, the Village will endeavor to distribute overtime work to available, qualified TCOs.

An overtime book shall be created annually allowing employees to sign up for overtime on their days off or holidays for any shift on any day of the year. Employees may sign up for four (4) or eight (8) hours on any of their days off or holidays and may also sign up for additional four (4) hours on any day that they may already be working.

Employees may sign up or remove their name from the overtime book any time prior to an actual call out. The employer will assign pre-posted overtime using the overtime book no sooner than (5) five days prior to the known overtime occurrence. Scheduled overtime shall be assigned based on the following seniority criteria:

Overtime will then be allocated using the following criteria: 1) TCO from affected shift in order of seniority who has signed up for full eight (8) hours; 2) TCO from other shifts in order of seniority who has signed up for the full eight (8) hours; 3) TCO from affected shift in order of seniority who has signed up for four (4) hours; 4) TCOs from other shifts in order of seniority who has signed up for four (4) hours.

When a shift call off or other event occurs and overtime is necessary; and no TCO is in the overtime book, nor available after a "Code Red" overtime call-out, the Village will allow an on-shift TCO the option of working all eight (8) hours of overtime (16 hour shift maximum) rather than splitting shifts. Example, an on-shift TCO is required to remain at work to cover the first four (4) hours of the next shift, causing another on-shift TCO to return to work to cover the last four (4) hours of that next shift. If the on-shift TCOs both want to split the shift (12 hours each TCO), the on-shift TCOs may continue to do so. This will be the preferred method and have precedence over a TCO working a continuous sixteen (16) hour shift. Sixteen (16) continuous hours will be the maximum continuous hours worked without emergency or exigent circumstances, requiring authorization of the Chief of Police or his designee.

Employees who sign up for overtime are expected to be available to the department if overtime is required. Employees who sign up for overtime and turn down the overtime will be removed from the overtime book for the next thirty (30) days.

It is expressly understood that the Village shall not be required to break in on any work in progress or change an employee's shift when assigning overtimes. The call out procedure described above shall not be applicable when the overtime work is a continuation of the work being performed during the employee's normal hours of work.

If the use of the overtime call out book is not appropriate due to abnormal or unusual circumstances, or if enough employees do not volunteer or are unavailable for the overtime work, then the Employer shall assign the overtime, as it deems appropriate under the circumstances in accordance with General Order 22.7, Section 22.7.4 (Procedure for Communications Division Replacement): as amended with the effective date of May 9, 2020.

If an employee demonstrates that he did not receive overtime for which he was entitled under this Section, then the remedy shall be to compensate the employee in compensatory time or



overtime pay at the rate of time and one half. If a mutual agreement cannot be reached on the method of payment, then the employee shall receive one and one-half times his regular rate of pay he would have been entitled to if he had worked.

When practicable, the interest of public safety, the foregoing overtime procedure shall be administered by the Village in such a manner as to avoid having individual employees work more than sixteen (16) consecutive hours, which must then include an eight (8) hour continuous time off period. Thus, the Village retains the right to limit an overtime assignment to an individual employee to a maximum of eight (8) hours immediately preceding or following their regular shift.

Section 12.3 Effect on Regular Work Day. No overtime call out shall be in lieu of an employee's regular work day/shift unless agreed to by the employee.

Section 12.4 Part-Time TCO. Effective on the date of the signing of this Agreement, the Village will attempt to use part-time TCO's as replacements for TCO's when there is no full-time TCO available to work. When a full-time TCO requests a leave (sick, vacation, emergency, etc.) and it is approved, then that opening in the work schedule shall be filled by an available full-time TCO. If no full-time TCO is available then a part-time employee may fill the opening for the work schedule. When used at the direction of the TCO supervisor, part-time employees will be counted as part of minimum shift strength.

Section 12.5. On-Call and Call-Back of Telecommunicators. Notwithstanding any other provision to the contrary the provisions of this section shall only be applicable to those employees assigned to the position of telecommunicator. All employees are subject to be called to work any time during a twenty-four (24) hour period. When practicable, the Employer will endeavor to rotate employees in the same job classification and Division or Branch who are placed on call. In addition, at least one bargaining unit member may be assigned by each department and/or division to be on call in order to respond to calls for assistance during off-duty hours.

Any employee called back to work after having gone home shall receive a minimum of two (2) hours work at his applicable pay rate unless the time extends into his regular work shift. Each hour spent in excess of two (2) hours on call-back work shall be paid for at applicable rates. The Village may require that an employee being paid for call-back time remain at work for the entire two hours to perform work tasks as assigned by the Village.

Section 12.5.A. On Call and Call Back for All Employees other than Telecommunicators. Notwithstanding any other provision to the contrary, this section shall be applicable to all employees covered by this Agreement except those employees assigned to the position of telecommunicator. All employees are subject to be called to work any time during a twenty-four (24) hour period. When practicable, the employer will endeavor to rotate employees in the same job classification and Division or Branch who are placed on call. In addition, at least one (1) bargaining unit member may be assigned by each department and/or division to be on call in order to respond to calls for assistance during off-duty hours. Employees that are first on the on-call list should keep their phone on or near them. The employees first on the on-call list have the first opportunity to take any additional assignments; however, if the first employee does not respond to a call within five (5) minutes, the Village will move on to calling other qualified employees to respond to the assignment.



Any employee who is called back to work outside of his regular work hours shall be paid a minimum of two (2) hours at his/her applicable hourly rate of pay, unless the time would reasonably extend into the employee's regular work shift. All call back time must be documented to the Employer's satisfaction on an individual employee's time card.

Section 12.6. Overtime Cancellation TCOs. The Employer and the Union recognize that scheduled overtime requires TCOs to adjust their own schedules outside of work. If the Employer needs to cancel scheduled overtime, the Employer agrees to do so a minimum of five (5) days out from the time to be worked. This does not apply if the overtime cancellation is due to a TCO rescinding scheduled time off or an emergency or exigent circumstance.

### ARTICLE XIII DISCIPLINE AND DISCHARGE

Section 13.1. Discipline. The Employer agrees with the tenets of progressive and corrective discipline. Discipline shall normally include only the following: oral reprimand; written reprimand; suspension; and discharge.

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

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

Section 13.2 Pre-disciplinary Meeting. The Employer shall not discharge any "post-probationary" employee without just cause. Prior to imposing discipline other than an oral or written reprimand, the Employer shall hold a pre-disciplinary meeting. Pre-disciplinary meetings shall be held during the employee's work time. If arrangements for such cannot reasonably be made, the hearing shall be scheduled immediately preceding or immediately following the employee's shift on the employee's workday. An employee whose hearing begins after the end of his shift shall be paid from the end of his shift through the end of his hearing at the appropriate rate. An employee whose hearing begins before the start of his shift shall be paid from the time the hearing is scheduled through the start of the employee's shift at the appropriate rate.

Once a tentative decision to impose or recommend a suspension, without pay, or a discharge is reached by the Village Manager prior to implementing the intended disciplinary action, or his designee shall notify the Department Union Representative and meet with the employee involved, and the employee's Department Union Representative if requested by the employee, and inform the employee of the reasons for such contemplated disciplinary action. The employee, and the Department Union Representative if present, shall be given the opportunity to rebut or clarify the reasons for such discipline.

In the event disciplinary action of five (5) days or less is taken against an employee, the Department shall promptly furnish the employee a statement in writing of the reasons therefore. The measure of discipline and the statement of reasons may be modified but not increased by the Village as a result of any grievance meetings. The previous sentence shall not preclude the Village Manager from initiating additional disciplinary measures if new facts become known.

Reasonable extensions of time shall be given for rebuttal purposes if so requested by either party.

In cases of oral reprimands, the supervisor must inform the employee that he is receiving an oral reprimand. The employee has a right to Union representation, which shall be provided if so requested. The employee shall also be given reasons for such discipline. Nothing in this paragraph is intended to infringe upon the Union's right to obtain information and documents pertaining to the disciplinary action during a grievance investigation or process.

Section 13.3 Purge of Personnel File. Upon an employee's request, a specific oral reprimand shall be removed from the employee's personnel file if, from the date of the last oral reprimand, twelve (12) months have passed without the employee receiving an additional reprimand or discipline for the same or substantially similar offenses. Regardless of whether an employee requests that an oral reprimand be removed from the employee's personnel file, an oral reprimand shall not be considered in the discipline or grievance process if, from the date of the last oral reprimand, twelve (12) months have passed without the employee receiving an additional reprimand or discipline for the same or substantially similar offenses.

Upon an employee's request, a specific written reprimand shall be removed from the employee's personnel file, if, from the date of the last written reprimand, twenty-four (24) months have passed without the employee receiving an additional written reprimand or discipline for substantially similar offenses with the exception of misconduct involving insubordination, sexual harassment, discrimination, criminal conduct or dishonesty in the performance of their duties. Regardless of whether an employee requests that a written reprimand be removed from the employee's personnel file, a written reprimand shall not be considered in the discipline or grievance process if, from the date of the last written reprimand, twenty-four (24) months have passed without the employee receiving additional discipline for substantially similar offenses with the exception of misconduct involving insubordination, sexual harassment, discrimination, criminal conduct or dishonesty in the performance of their duties.

#### ARTICLE XIV GRIEVANCE PROCEDURE

Section 14.1. Definition. A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee which involves an alleged violation, misinterpretation or misapplication of an express provision of this Agreement. Grievances concerning disciplinary matters shall be conducted according to the procedures set forth in this Article with the exception of oral or written reprimands for TCO employees which may be appealed no further than Step 2 of the Grievance Procedure.

Section 14.2. Procedure. A grievance filed against the Village shall be processed in the following manner, except that grievances on suspensions thirty (30) days or greater and discharges shall be advanced filed at Step 3:

Step 1: An employee who has a grievance shall submit a written grievance signed and dated by the employee to the employee's immediate supervisor, specifically indicating that the employee is raising the matter as a grievance under this Agreement. The written

grievance should specify the provision or provisions of this Agreement which are alleged to have been violated, the factual basis for the alleged violation, and the specific relief requested. All grievances must be presented not later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the employee, through use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) business days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, then within seven (7) business days after receipt of the supervisor's response in Step 1, it shall be submitted in writing designated as a "grievance" to the department head involved, provided the grievance shall be in writing and signed by the grievant. The written grievance shall contain a statement of all relevant, known facts, the provision or provisions of this Agreement which are alleged to have been violated, the relief requested and the basis of such request. The department head and/or designee shall investigate the grievance and, in the course of such investigation, may offer to discuss the grievance within seven (7) business days with the grievant and an authorized union representative at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the department head or designee shall provide a written answer to the grievant within seven (7) business days following receipt of the grievance or within seven (7) business days of such a meeting, whichever is later.

Step 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within seven (7) business days after receipt of the Village's answer in Step 2. Thereafter, the Village Manager or his designee and the department head or other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant and up to two authorized Union representatives (employees or non-employees) within seven (7) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager shall submit a written answer to the Union within seven (7) business days following the meeting.

Section 14.3. Arbitration. If the grievance is not settled at Step 3 and the Union wishes to appeal the grievance in Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below within fifteen (15) business days after the Village's written answer is provided to the Union at Step 3.

- (a) The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted within seven (7) calendar days of receipt of the panel. Both the Village and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

(The striking process shall occur within fourteen (14) days after receipt of the final panel.)

- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and date for the hearing. Absent mutual agreement between the Village and the Union, the hearing shall commence within thirty (30) days after the arbitrator selects the appointment. The hearing shall be held at the Village Hall or another mutually agreeable location.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 14.4. Limitations on Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make a decision contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. No liability shall accrue against the Employer for a date prior to seven (7) business days after the occurrence of the event giving rise to the grievance or seven (7) business days after the employee or the Union, through use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The decision of the arbitrator shall be final and binding.

**Section 14.5. Time Limit for Filing.** No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) business days after the occurrence of the event giving rise to the grievance or within seven (7) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined to include Mondays through Fridays only, excluding legal holidays.

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

Section 14.6. Time Off. The grievant and one Union Steward shall be given paid time off to participate in the Step 2 and 3 meetings if the meetings are conducted on working time. In addition, if a conference is held between the immediate supervisor and the grievant and/or Union Steward under Step 1 on working time, there shall be no loss of compensation to the grievant and/or Union Steward. The grievant and one Union Steward shall also be given paid time off to attend any arbitration hearing conducted on working time when their presence is necessary to a disposition of the grievance. No other time spent on grievance matters shall be considered time worked for compensation purposes except as otherwise specifically provided in this Article.

Section 14.7. Representation. Nothing in this Agreement prevents an employee from presenting a written grievance to the Village and having the grievance heard and settled without the intervention of the Union, provided that a Union representative is afforded the opportunity to be present at a conference between the employee and the Village concerning the grievance and that any settlement made shall not be inconsistent with the terms of this Agreement.

The Union may file a grievance on behalf of a particular bargaining unit employee in a specific instance, provided such employee has given the Union written authorization to submit the grievance to the Employer on his behalf. Upon request, the Union shall provide the Employer with a copy of the employee's authorization.

Section 14.8. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing any differences of opinion or disputes concerning an alleged violation, misinterpretation or misapplication of the terms of this Agreement.

## ARTICLE XV NO STRIKE-NO LOCKOUT

Section 15.1. No Strike. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, picketing or any other intentional interruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village, as the Village in its discretion deems appropriate.

Section 15.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 15.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 17.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 15.4. Union Official Responsibility. Each employee who holds the position of officer or steward or committeeman of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of Section 17.1 of this Article the Union agrees to inform its members of their obligations under this Agreement, to direct them to return to work and to take all available disciplinary action against them if they refuse.

Section 15.5. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

## ARTICLE XVI NONDISCRIMINATION

Section 16.1. Compliance with Laws. Neither the Village nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex or handicap status.

Section 16.2. Americans with Disabilities Act. Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act (ADA), or an accommodation of an employee is otherwise contemplated by the employer, the employer, the employee, and the Union will meet to discuss the matter.

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

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

## ARTICLE XVII UNIFORMS AND PROTECTIVE CLOTHING

Section 17.1 Uniforms and Protective Clothing. The employees agree to wear, and the Employer shall continue to provide, uniforms and protective clothing deemed necessary in the sole opinion of the Village to employees working at the Village Police Department and in the following job classifications: Maintenance Electrician, Water Meter Technician, Water Plant Operator, Maintenance Worker I, II and III, Mechanic II and Bus Driver.



Section 17.2. Uniform Care. Employees shall be responsible for the care and cleaning of uniforms provided by the Employer. Effective May 1, 2016, TCO's required to regularly wear a uniform shall receive \$300 per year per employee to clean and maintain such uniforms payable May 1<sup>st</sup>.

## ARTICLE XVIII HEALTH AND SAFETY

Section 18.1. Compliance with Laws. In order to have a safe place to work, the Village agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. Employees shall comply with all safety rules and regulations established by the Village, and failure to so comply will subject an employee to discipline up to and including discharge.

Section 18.2. Unsafe Conditions. If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall immediately inform his supervisor.

Section 18.3. Safety Committee. A joint Safety Committee shall be formed by the Village and the Union. The Committee shall consist of not more than three (3) employees representing the Union and not more than an equal number of persons representing the Village. The Committee shall meet on a quarterly basis to review or make recommendations on safety or health conditions and to provide support for a strong safety program. Union employee members authorized to represent the Union at meetings of the joint Safety Committee will be paid by the Village for time spent at such meetings, but only at the straight time regular hourly rate for the hours they would otherwise have worked in their regular work schedule.

Section 18.4. Labor Management Meetings. For the purpose of maintaining communications between labor and management, and in order to cooperatively discuss and solve problems of mutual concern, the Union and the Village agree to meet quarterly through designated representatives. The Union shall designate up to three (3) representatives and the Village Manager shall designate up to three (3) representatives to attend such meetings. The party requesting the meeting shall prepare and submit a written agenda to the other party at least one (1) week in advance of the meeting. The other party may add items to the agenda up to four (4) days in advance of the meeting.

## ARTICLE XIX TOOL ALLOWANCE AND LICENSING FEES

Section 19.1 Tool Allowance. Those employees in the Mechanic II job classification shall be reimbursed for the purchase of those tools necessary for the employee to perform job duties, up to a maximum amount of Seven Hundred and Fifty Dollars (\$750) per year. In order to be reimbursed for the purchase of tools, the employee must provide the Village with receipts or other evidence of purchase acceptable to the Village. Reimbursement during a calendar year shall only be made for tools purchased during the same period.



**Section 19.2. Water Department.** The Village agrees to reimburse Water Department employees who require certifications or licenses as determined by law, ordinance, or by the Employer.

**Section 19.3. Commercial Drivers License Fee Reimbursement.** Employees in those job positions which require a Commercial Driver's License (CDL) shall be reimbursed the cost of said commercial driver's license fee.

**Section 19.4. Licensing Fees.** The Village agrees to pay or reimburse an employee the cost of certification fees and/or license fees for those certifications and/or licenses which the Village in its sole discretion requires an employee to maintain with the exception of the employees individual driver's license.

**Section 19.5 Specialized Licensing.** Effective May 1, 2016, the Village agrees to pay employees a specialized education fee for the following skills and or licenses payable May 1<sup>st</sup>.

|                                    |                |
|------------------------------------|----------------|
| Arborist License                   | \$250 per year |
| Water Plant Operator Certification | \$250 per year |
| Playground Inspector Certification | \$250 per year |
| NASSCO Certification*              | \$250 per year |
| Certified Pool Operator (CPO)      | \$250 per year |

\*National Association of Sewer Service Companies (NASSCO) including Pipeline Assessment and Certification Program (PACP), Manhole Assessment and Certification Program (MACP) and Lateral Assessment and Certification Program (LACP).

The needs of the Village will dictate the payment of courses to obtain or maintain each license. The maximum amount of annual incentive shall not exceed \$750 per year per eligible member.

## ARTICLE XX JOB RELATED TRAINING AND EDUCATION PROGRAMS

**Section 20.1. Tuition Reimbursement.** Employees of the Village may enroll in job-related undergraduate college, university or technical school courses or participate in other types of studies on non-work time which will have the effect of improving their occupational skills. Tuition reimbursement in an approved course of study is limited to a maximum of six (6) credit hours per semester. The Employer retains the discretion to approve or deny any request for tuition reimbursement by an employee. In order for an employee to be eligible to seek tuition reimbursement, the employee shall:

1. Complete a request for tuition reimbursement form supplied by the Village and submit it to the employee's department or division head before enrolling in the course;

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

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

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

The parties acknowledge that tuition reimbursement funding is determined on an annual budgetary basis at the sole discretion of the Village.

Section 20.2. Educational Institution and Credit Hour Limitations for Tuition Reimbursement. An employee who has not obtained an associate degree or accrued a minimum of sixty (60) semester credit hours shall be required to attend a state supported college or university, an employee not attending a state supported institution prior to obtaining an associate degree or accruing sixty (60) semester credit hours shall be limited to reimbursement up to one hundred and fifty (\$150) dollars per credit hours.

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

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

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

An employee who is currently attending any college, university, or other educational institution at any level and has previously received tuition reimbursement from the Village shall be allowed to continue with full tuition reimbursement until such time when the employee graduates. If an employee eligible for full reimbursement discontinues attending classes for more

than two (2) semesters the employee shall no longer be eligible for full reimbursement as specified in this section.

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

Section 20.3. Authorization To Attend Conferences, Conventions, Training Sessions, Workshops. Any employee desiring the authorization to attend a conference, convention, training session, workshop or related function must secure prior approval from their department/division Director. Overnight stays for training require Village Manager approval. The Employer may approve or deny any such request. Reimbursement for travel or other expenses incurred in connection with attendance at such functions shall be made at the discretion of the Employer and be subject to the employee's compliance with any applicable policies, rules or regulations established by the Employer.

## ARTICLE XXI INSURANCE

Section 21.1. Coverage and Costs. The Village agrees to make available to those full-time employees regularly working forty (40) hours per week or more, group hospitalization, major medical, dental and vision care insurance. Employee deductibles, co-insurances, co-pays for services and prescriptions are outlined in the individual plan summaries. Parties agree that should any governmental regulation impose obligations on either party regarding provisions of insurance benefits, that parties will meet and confer for purposes of discussing the impact of such legislation.

Section 21.1A. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage as long as the basic level of coverage remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory outpatient elective surgery for designated surgical procedures. This Section shall not, however, be construed to entitle the Village to unilaterally increase the dollar levels of deductible amounts which must be paid by an employee under insurance plans or programs in effect during the term of this Agreement.

Section 21.1.B. Insurance Premium Cost Sharing. Plan participants providing for individual and/or family coverage shall contribute toward monthly premium costs through payroll deductions in amounts not to exceed the following:

Effective January 1st, employee health insurance premium contributions will represent the following percentage of the overall premiums and will include a four tier contribution model as follows:

| w/Wellness Rates |                 |                 |               |          |          |          |          |          |
|------------------|-----------------|-----------------|---------------|----------|----------|----------|----------|----------|
| HMO IL           | 1/1/2019        | 1/1/2020        | 6/1/2021      | 1/1/2022 | 1/1/2023 | 1/1/2024 | 1/1/2025 | 1/1/2026 |
| EMPLOYEE         | \$50<br>(8.54%) | \$50<br>(7.55%) | \$65<br>(10%) | -        | -        | -        | -        | -        |

|                           |                   |                 |                   |          |          |          |          |          |
|---------------------------|-------------------|-----------------|-------------------|----------|----------|----------|----------|----------|
| EMPLOYEE +                | \$85<br>(7.65%)   | \$85<br>(6.76%) | \$125<br>(10%)    | -        | -        | -        | -        | -        |
| CHILDREN                  |                   |                 |                   |          |          |          |          |          |
| EMPLOYEE +                | \$90<br>(7.68%)   | \$90<br>(6.87%) | \$131<br>(10%)    | -        | -        | -        | -        | -        |
| SPOUSE                    |                   |                 |                   |          |          |          |          |          |
| FAMILY                    | \$175<br>(10.18%) | \$175<br>(9%)   | \$195<br>(10%)    | -        | -        | -        | -        | -        |
|                           |                   |                 |                   |          |          |          |          |          |
| <b>HMO Blue Advantage</b> | 1/1/2019          | 1/1/2020        | 6/1/2021          | 1/1/2022 | 1/1/2023 | 1/1/2024 | 1/1/2025 | 1/1/2026 |
| Employee                  | \$58.52           | \$63.00         | \$65<br>(10%)     | 10%      | 10%      | 10%      | 10%      | 10%      |
| Employee +                | \$111.07          | \$121.86        | \$122<br>(10%)    | 10%      | 10%      | 10%      | 10%      | 10%      |
| Children                  |                   |                 |                   |          |          |          |          |          |
| Employee + Spouse         | \$115.74          | \$122.62        | \$127<br>(10%)    | 10%      | 10%      | 10%      | 10%      | 10%      |
| Family                    | \$171.84          | \$184.90        | \$190<br>(10%)    | 10%      | 10%      | 10%      | 10%      | 10%      |
|                           |                   |                 |                   |          |          |          |          |          |
| <b>HDHP/HSA PLAN</b>      | 1/1/2019          | 1/1/2020        | 6/1/2021          | 1/1/2022 | 1/1/2023 | 1/1/2024 | 1/1/2025 | 1/1/2026 |
| EMPLOYEE                  | \$35<br>(5.3%)    | \$35<br>(4.8%)  | \$43.42<br>(6%)   | 7%       | 9%       | 10%      | 10%      | 10%      |
| EMPLOYEE +                | \$45<br>(3.5%)    | \$45<br>(3.18%) | \$70.59<br>(5%)   | 7%       | 9%       | 10%      | 10%      | 10%      |
| CHILDREN                  |                   |                 |                   |          |          |          |          |          |
| EMPLOYEE +                | \$50<br>(3.7%)    | \$50<br>(3.38%) | \$73.80<br>(5%)   | 7%       | 9%       | 10%      | 10%      | 10%      |
| SPOUSE                    |                   |                 |                   |          |          |          |          |          |
| FAMILY                    | \$55<br>(2.8%)    | \$55<br>(2.5%)  | \$109.57<br>(5%)  | 7%       | 9%       | 10%      | 10%      | 10%      |
|                           |                   |                 |                   |          |          |          |          |          |
| <b>SILVER PLAN</b>        | 1/1/2019          | 1/1/2020        | 6/1/2021          | 1/1/2022 | 1/1/2023 | 1/1/2024 | 1/1/2025 | 1/1/2026 |
| EMPLOYEE                  | \$100             | \$100           | \$126.98<br>(15%) | 19%      | 22%      | 25%      | 25%      | 25%      |
| EMPLOYEE +                | \$170             | \$170           | \$233.14<br>(15%) | 20%      | 22%      | 25%      | 30%      | 30%      |
| CHILDREN                  |                   |                 |                   |          |          |          |          |          |
| EMPLOYEE +                | \$175             | \$175           | \$243.02<br>(15%) | 20%      | 22%      | 25%      | 30%      | 30%      |
| SPOUSE                    |                   |                 |                   |          |          |          |          |          |
| FAMILY                    | \$275             | \$275           | \$353.40<br>(15%) | 20%      | 22%      | 25%      | 30%      | 30%      |
|                           |                   |                 |                   |          |          |          |          |          |
| <b>GOLD PLAN</b>          | 1/1/2019          | 1/1/2020        | 6/1/2021          | 1/1/2022 | 1/1/2023 | 1/1/2024 | 1/1/2025 | 1/1/2026 |
| EMPLOYEE                  | \$235             | \$250           | \$300             | --       | --       | --       | --       | --       |

|                     |       |       |       |    |    |    |    |    |
|---------------------|-------|-------|-------|----|----|----|----|----|
| EMPLOYEE + CHILDREN | \$435 | \$450 | \$500 | -- | -- | -- | -- | -- |
| EMPLOYEE + SPOUSE   | \$454 | \$469 | \$519 | -- | -- | -- | -- | -- |
| FAMILY              | \$800 | \$815 | \$865 | -- | -- | -- | -- | -- |

An emergency room co-pay of \$150.00 will be applied to the HMO IL and Gold plans.

Prescription co-pays for the HMO IL and Gold plans are:

\$10 Generic

\$15 Preferred brand drugs

\$25 Non-preferred brand drugs/specialty

Section 21.1.C. HDHP/HSA Annual Deductible: For plan years beginning during this Agreement, the annual deductibles are:

EE: \$3,500 per annum

EE + Spouse: \$7,000 per annum

EE + Child(ren): \$7,000 per annum

Family \$7,000 per annum

#### HDHP/HSA Plans

Employer contribution to HSA:

For those employees enrolled in the HDHP/HSA Plan, the Village will contribute an amount equal to 40% of the deductible associated with the employee's plan election in the employee's HSA for plan years beginning during this Agreement. For plan years beginning during this Agreement the Village will make annual deposits no later than the second pay period in January of the respective plan year.

#### Section 21.1.D. Wellness Incentive (All Plans).

1. The Village will conduct on-site health screenings scheduled by the Village on predetermined dates each calendar year for the employee. The Village will pay for the cost of the health screening for full-time employees, and their spouses who are currently enrolled on the Village's medical plan.

For those employees who choose not to participate in the employee health screening, the employee's monthly health insurance premium share will be increased by \$80 per month. Such premium increase shall not reflect the voluntary decision of a member's eligible spouse who has elected not to participate in the health screening.

2. If an employee is unable to participate in the health screening when they are held onsite, the employee will have 30 days post written notification that they have not completed the screening

to obtain a health screening at one of the screening company's alternate locations. Failure to obtain a screening by that date will result in the loss of the discounted rate.

3. Employee premium rates will be administered assuming the discount will apply; upon confirmation of non-compliance with the wellness screening, discount removal will be applied retroactively to January 1 of the plan year.

Section 125 Plan. The Village shall extend to members of the bargaining unit the opportunity to participate in the IRC §125 Plan it has established so long as such Plan continues to be authorized by the Internal Revenue Code.

Section 21.1.E. Vision Care Plan. This managed eye care program covers eligible employees and their eligible dependents. Essentially, the plan provides payment of fees to participating doctors or opticians. Details of the Plan Benefits Administration are detailed in the vision care brochure.

Section 21.2. Health Maintenance Organization. The Village agrees to provide full time employees (as defined in Section 23.1) with the option of enrolling in a health maintenance organization selected by the Employer in accordance with applicable law.

Section 21.3. Life Insurance. The Employer shall provide, at no cost to the full time employee, life insurance coverage not to exceed \$150,000.00 equal to two times one (1) year's current annual base salary of an employee. Part time employees regularly employed for fewer than forty hours per week are not eligible for such insurance.

Section 21.4. Conversion. Upon resigning or retiring from employment, an employee may, subject to applicable law and the terms of any insurance policy, choose to continue participation in a health insurance plan. Said participation would be based upon a conversion of the employee's group plan to an individual plan. All premiums required as a result of any conversion shall be entirely at the employee's sole expense.

Section 21.5. Terms of Insurance Policies to Govern. The extent of coverage under any insurance policies and/or benefit plan descriptions referred to in this Agreement shall be governed by the terms and conditions set forth in said policies and/or benefit plan descriptions. Any questions or disputes concerning said insurance policies and/or benefit plan descriptions or benefits therein shall be resolved in accordance with the terms and conditions set forth in said policies and/or benefit plan descriptions and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any Village employee, by reason of said insurance policy and/or benefit plan descriptions.

Section 21.6. Right to Change Insurance Carriers. The Village retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage so long as the level of benefits remains substantially the same.

## ARTICLE XXII SAVINGS CLAUSE

Section 22.1. Savings Clause. If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law. In such event, the Village and the Union agree to promptly begin negotiations on a substitute for the invalidated article, section or portion thereof. During the course of such negotiations, Article XVII, No Strike-No Lockout, shall remain in full force and effect.

## ARTICLE XXIII DRUG TESTING

Section 23.1. Drug Testing. The Employer and AFSCME agree to be bound by the provisions of Appendix C-1, C-2 and attached hereto. The parties agree that marijuana and cannabis are controlled substances and illegal "drugs" as defined by federal law. As a recipient of federal funds, the Village is required to enforce a drug-free workplace policy consistent with federal law. Further, some employees are subject to the federal Gun Control Act which prohibits drug users from possessing firearms or ammunition, with drugs to be as defined by federal law. Therefore, employees covered by this policy and assigned to a department that receives federal funds shall continue to be prohibited from possessing or using marijuana or cannabis in any form, on or off duty, if such possession or use would violate any federal law or regulation and be cause for the Village to lose a federal or state contract or funding, even though Illinois law may permit certain individuals to possess and use marijuana and cannabis.

## ARTICLE XXIV ENTIRE AGREEMENT

Section 24.1. Entire Agreement. This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to, or



covered in this Agreement, or with respect to the effects upon employees of the Village's exercise of its rights under the Agreement.

## ARTICLE XXV TERMINATION

Section 25.1. Termination. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the last day of April 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021

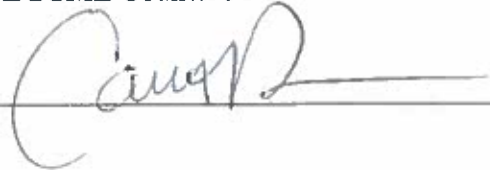
VILLAGE OF ORLAND PARK

AFSCME COUNCIL 31

Keith Pekau  
Mayor

Cameron Day  
Staff Representative  
AFSCME Council 31

\_\_\_\_\_

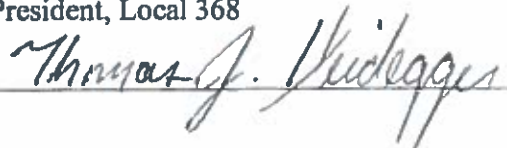


10/13/21

George Koczwar  
Village Manager

President, Local 368

\_\_\_\_\_



10/13/21

John C. Mehalek  
Village Clerk

Vice President

\_\_\_\_\_



10/13/21

Treasurer



Secretary

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dated: 10/13/21

## APPENDIX A

## APPENDIX B

For the contract term the existing Step Plan for all unit positions remains and shall be increased by the following:

May 1, 2019 – 2.25%

May 1, 2020 – 2.5%

May 1, 2021 – 2.5%

The salary ranges listed below shall be effective as of May 1, 2021. As of May 1, 2022, raises for all employees who are at the top step of the wage scales shall transition to the merit-based performance plan. All employees, hired on or before October 18, 2021 shall continue to progress the step plan until they reach the top step or are promoted, at which time they will transition to the merit-based performance plan. All employees who are promoted or are hired after October 18, 2021 shall be placed onto the applicable range with future raises to be effective on May 1, 2022 based on a merit-based performance plan.

Merit-based performance plan: Each employee's performance will be evaluated at the end of the calendar year and raises based on the performance evaluations shall be effective the following May 1. The merit-based performance plan range is a minimum of a 1% increase and a maximum of a 3% increase.

Employees at the top of the range whose performance-based increase results in their compensation to exceed the range, will be awarded a lump sum bonus in the amount of compensation above the top of the pay range.

For each year of the contract period the minimum of the salary ranges will increase by at least 1% on May 1<sup>st</sup>. The maximum of the salary ranges will increase by a maximum of a 3% or in accordance with the CPI-U of the previous calendar year, whichever is less, on May 1st.

On May 1, 2022, for those that have not transitioned to the merit-based performance plan, the wage scale will increase in the same way that the maximum salary range increases - a maximum of a 3% or in accordance with the CPI-U of the previous calendar year, whichever is less, on May 1st.

| Position Title                                           | Minimum     | Maximum      |
|----------------------------------------------------------|-------------|--------------|
| Electrical Maintenance Technician/HVAC/Village Forrester | \$65,665.60 | \$94,562.74  |
| Mechanic II                                              | \$63,024.00 | \$90,719.45  |
| Water Plant Operator                                     | \$60,548.80 | \$87,211.33  |
| Maintenance Worker III                                   | \$60,548.80 | \$87,211.33  |
| Maintenance Worker II                                    | \$57,387.20 | \$ 82,630.67 |
| Telecommunicator                                         | \$53,040.00 | \$ 76,418.85 |
| Maintenance Worker I                                     | \$51,500.80 | \$ 74,206.72 |

Not included as positions no longer in use:

TCO Support Clerk

Bus Driver

Drafting Technician

Engineering Technician

Water Meter Technician

Inventory Control Technician

**VII. TESTING AND REPORTING PROCEDURES**

The Village's testing program and reporting procedures will conform to the standards established by the DOT in 49 CFR Part 40 as amended, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*. For a full explanation of the procedures, review 49 CFR Part 40, a copy of which will be made readily available to any covered employee upon request.

## **APPENDIX D**

### **MEMORANDUM OF UNDERSTANDING REGARDING SHORT-TERM DISABILITY**

This letter shall constitute a Memorandum of Understanding to the 2019-2026 collective bargaining agreement between the Village of Orland Park and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31. This letter shall be in effect for the term of said Agreement only.

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

If an employee is eligible for an unpaid leave of absence under Section 9.6, then, subject to the conditions set forth herein, the Employer shall pay such employee an amount which, when added to other disability benefits which an employee is eligible to receive from other sources (e.g., the Illinois Municipal Retirement Fund, workers' compensation or Social Security) will bring the total amount of short-term disability pay up to the level of seventy-five percent (75%) of the employee's base salary. During this same period, the Employer shall continue to pay the cost of any additional insurance coverage provided under Article XXI. Payment of short-term disability benefits by the Village shall commence immediately in the case of an accident and after seven (7) calendar days in case of illness.

During employment by the Village the Village agrees that all current bargaining unit employees who otherwise qualify for paid short-term disability benefits under Section 9.6 of the current collective bargaining Agreement shall be entitled to receive such short-term disability benefits for a period of up to 26 weeks per disability.

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

- (a) make application for such benefits in such manner as the Employer and/or short-term disability plan administrator may hereafter designate;
- (b) periodically provide the Employer and/or the short-term disability plan administrator with a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work;
- (c) be available to, at the discretion of the Employer, submit to a physical examination by a doctor designated by the Employer to determine the employee's capacity to return to work;
- (d) apply for all other available disability benefits from all other sources whatsoever, including, but not limited to, the Illinois Municipal Retirement Fund, workers compensation and/or Social Security; and



- (e) cooperate with the Employer and/or the short-term disability plan administrator with respect to the administration of this short-term disability pay plan, and provide all information requested by the Employer and/or the short-term disability plan administrator which may be necessary for the Employer to determine the nature and extent of an employee's entitlement to such benefits.

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

The Employer reserves the right to contract with any insurance carrier to provide part or all of the short-term disability benefits described in this Memorandum. If the Employer elects to secure insurance to provide any or all of the benefits described under this Memorandum, then the cost of any such insurance shall be borne exclusively by the Employer.

No employee shall be eligible for benefits under this Memorandum until the employee has worked at least 180 consecutive days in a full-time capacity for the Employer. Bargaining unit employees regularly scheduled to work less than forty (40) hours per week shall not be eligible to receive the short-term disability pay or benefits from the Employer which are described in this Memorandum. This Memorandum of Understanding shall supersede all prior practices, obligations or agreement, including, but not limited to, Village Ordinance No. 1189, with respect to short-term disability benefits.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, COUNCIL 31

VILLAGE OF ORLAND PARK

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX E

### MEMORANDUM OF UNDERSTANDING FAMILY AND MEDICAL LEAVE

The Village will follow the provisions the Family and Medical Leave Act of 1993, as amended and as outline in Village policy.

This Appendix E is part of the "Agreement" between the Village and AFSCME Council 31, Affiliated Local 368. All eligible employees are entitled to certain minimum unpaid leave days for medical and family purposes pursuant to the provisions of the Family and Medical Leave Act of 1993. Eligible employees are those who have been employed by the Village for at least 12 months and who have worked for at least 1,250 hours during the 12-month period preceding the leave.

Eligible employees are entitled to a minimum of 12 work weeks of unpaid leave during any 12 month period for one or more of the below listed reasons: (The 12- month period shall be a fixed period of 12 months from January 1 through December 31 of each successive year.)

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

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

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

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

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

Eligible employees who have any available accrued paid sick leave, or who have available other paid leave must substitute such paid sick leave or available paid leave as part of the 12 weeks of leave available hereunder for any of the purposes stated in subparagraphs C and D above.

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

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

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

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

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

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

Upon return from any leave provided hereunder, the employee shall maintain all seniority and benefits accrued as of the commencement of the leave. The employee shall be reinstated to the position the employee held at the commencement of the leave or an equivalent position provided, however, that an employee on leave hereunder shall be subject to lay-off or dismissal on the same terms and conditions as are applicable to employees who are not on leave.

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

AMERICAN FEDERATION OF STATE,  
COUNTY OF MUNICIPAL EMPLOYEES  
AFL-CIO, COUNCIL 31

VILLAGE OF ORLAND PARK

By:\_\_\_\_\_

By:\_\_\_\_\_

Date:\_\_\_\_\_

Date\_\_\_\_\_