

LABOR AGREEMENT

BETWEEN

VILLAGE OF UNIVERSITY PARK

AND

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
COUNCIL 31, LOCAL 3837**

May 1, 2020 through April 30, 2025

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ARTICLE 1 – PREAMBLE

THIS AGREEMENT is entered into by and between the VILLAGE OF UNIVERSITY PARK, an Illinois municipal corporation (herein referred to as the “Employer” or “Village”) and THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFSCME COUNCIL 31, FOR AND ON BEHALF OF LOCAL 383 7 (hereinafter referred to as the “Union”), and 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 all 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 2 – RECOGNITION

Section 2.1. 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 its employees covered by the Certification of Representative issued by the Illinois State Labor Relations Board (“ISLRB”) in Case No. S-UC-(S)-14-023. That case established the bargaining unit as follows, and as amended by the agreement of the parties:

Included: Full-time and regular part-time employees of the Village of University Park in the following classifications: Secretaries, Records Secretary, Clerk Typist, Maintenance Electrician; Recreation Facility Workers; Code Enforcement Inspectors; Mechanic/Supervisor; Maintenance Technician; Animal Control Officer; Part-time Patrol Officer; Riegel Farm Manager; Assistant Riegel Farm Manager; Code Enforcement Administrative Assistant; Economic Community Specialist; Records Clerk/Court Officer; Police Department Records Clerk; Community Services Officer; Account Technician; Account Technician I & II, Before and After Care Assistants; Mini Farm Caretaker and Staff Accountant.

Excluded: Firefighters/Paramedic, Cable Coordinator, Office Manager, Village Manager, Police Chief, Deputy Fire Chief, Director Community Relations, Director Parks and Recreation, Program Supervisor, Executive Secretary, Director Public Works, Director Community Development, Director Code Enforcement, all Supervisory, Confidential and Managerial Employees as defined by the Act and all Village employees.

Section 2.2. New Classifications. The Village retains the right to create new job classifications and to initially determine the appropriate ranking and rating of such classifications within the Village’s salary program. In the event that the Employer shall implement any new job classifications which perform work of the same or similar nature as the duties of bargaining unit employees, the Employer shall give the Union notice prior to the implementation of such classifications. Upon the Union’s request within seven (7) days of said notice, the Employer

shall meet and confer with the Union regarding whether such classification is an appropriate accretion to the bargaining unit covered by this Agreement.

If the parties are unable to agree as to whether such new classification is properly includable in the bargaining unit, the dispute may be submitted to the ISLRB for its determination of appropriateness of the inclusion of such position in the bargaining unit.

In the event that the parties agree, or the ISLRB decides, that the new classification is properly includable in the bargaining unit, the Union may request to bargain with the Village over the wage rate for the new classification. If the parties cannot reach agreement on the wage rate for the new classification, the Union may file a grievance under Article 19, Section 19.4 of this Agreement.

Section 2.3. Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 2.4. Seniority. "Seniority" for the purpose of this Agreement shall be defined as an employee's length of continuous full-time service with the Village in any bargaining unit position since the employee's last date of hire. Regular part-time employees' seniority shall be pro-rated commensurate with their actual weekly work hours. Employees shall serve an initial probationary period of twelve (12) months. During said probationary period, employees shall receive written progress evaluations at or about four (4) months and eight (8) months of service, as applicable. During such probationary period, seniority shall not accrue, and a probationary employee may be discharged with or without just cause. Upon successful completion of the employee's initial probationary period, the employee's seniority shall date back to his original hire date. Seniority shall not include periods of unpaid leave time in excess of thirty (30) working days unless otherwise mandated by law.

Section 2.5. Seniority List. The Employer shall, upon reasonable request but no less frequently than annually, prepare a list setting forth the seniority dates, including department seniority dates, for all employees covered by this Agreement, and shall tender a copy of said list to the Union for its review. Within ten (10) business days, or any reasonable extension thereof requested by the Union and agreed to by the Village, of receipt of said seniority list, the Union shall advise the Village of any errors therein. At the expiration of said 10-day period, the list shall be final and shall resolve all questions of seniority affecting employees covered under this Agreement, until the issuance of a subsequent list.

Section 2.6. Integrity of the Bargaining Unit. The Employer shall not assign or otherwise transfer bargaining unit work to non-bargaining unit personnel for the purpose of eroding the bargaining unit; provided, however, that nothing in this Section shall be interpreted to prevent supervisory, temporary or other non-bargaining unit employees from performing bargaining unit work to respond to significant exigencies, where such assignment does not result in the erosion of the bargaining unit or the loss of bargaining unit jobs. The Village will provide the Union with timely written notice (but not more than three (3) days following implementation) of its seasonal staffing decisions, including the number of seasonal positions filled or expected to be filled, and the anticipated length of service of the seasonal employees. In the event that it is

operationally necessary that a supervisory, temporary, seasonal or other non-bargaining unit employee provide services pass the anticipated length of service, the Union will be provided with the rational for such time extension. The Union acknowledges that the timing of such notice may vary from Department to Department, due to operational differences.

Section 2.7. Union Exclusivity. The Employer shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages and working conditions of bargaining unit employees covered by this Agreement during its term, nor shall the Employer negotiate with individual employees over their hours, wages and working conditions, except as provided herein.

ARTICLE 3 – NON-DISCRIMINATION

Section 3.1. Non-Discrimination. In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, disability, handicap or Union membership or non-membership. Nothing herein shall be construed to limit employees' rights to process claims of employment discrimination through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE 4 – DUES DEDUCTION

Section 4.1. Dues Deduction

The Employer shall honor employees' individually authorized deduction forms, and shall make such deductions in the amount certified by the Union for union dues, assessments, or fees; and PEOPLES contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. The Employer shall remit such deductions monthly to the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least fifteen (15) days prior to its effective date

Notwithstanding, Management agrees to follow the provisions set forth in the Public Act 101-0620 of the State of Illinois.

Section 4.2. Maintenance of Membership Optional. There is no obligation that current members of the bargaining unit retain their membership in the Union for the term of this Agreement.

ARTICLE 5 – NO STRIKE – NO LOCKOUT

Section 5.1. No Strike. Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage or ratify any job action such as a work stoppage, slowdown or withdrawal of services, which results in an interruption of Village services, and which is related to a labor dispute.

Section 5.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of any labor dispute with the Union.

Section 5.3. 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.

Section 5.4. Discipline of Strikers. Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any question as to an employee's participation in any action prohibited by Section 5.1 above shall be an appropriate subject for the grievance procedure under this Agreement.

ARTICLE 6 – MANAGEMENT RIGHTS

Section 6.1. Management Rights. Except as specifically limited by the express provisions of this Agreement, the Village retains all 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 the budget and all the operations, services and missions 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 establish reasonable work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish reasonable performance standards for employees; to discipline, suspend and discharge non probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be reasonably necessary to carry out the mission of the Village in the event of civil emergency as may be declared by the Village Mayor or his authorized designee (who will have the sole discretion to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes) to carry out the mission of the Village, provided, however, that the exercise of any of the above rights shall not conflict with any of the express provisions of this Agreement.

Section 6.2. Work Rules. Whenever the Village changes existing work rules or issues new work rules, the Union shall be given at least five (5) business days' notice, in writing, prior to the implementation of such rules, in order to provide the Union with an opportunity to discuss and/or negotiate said rules prior to their effective date, if the Union so requests. Copies of new or amended work rules shall be given to affected employees before such rules take effect, with a copy forwarded to the Union.

ARTICLE 7 – UNION RIGHTS

Section 7.1. Union Activity during Work Hours. Employees (representatives and grievant) may be allowed, upon request and approval, reasonable time off with pay during working hours to investigate and process grievances, attend Union negotiations (maximum of three committee members), attend meetings under Sections 9.1 and 10.2 of this Agreement or other meetings called for or agreed to by the Employer, provided that such activities do not substantially interfere with the operation of the Village, and provided further that such employees are either necessary for, or entitled to attend, such meetings by virtue of their position with the Union and the purpose of the meeting. Grant of such time off shall be subject to reasonable advance notice to, and approval of, the employee's supervisor, and such approval shall not be unreasonably withheld.

Section 7.2. Bulletin Boards. The Employer shall provide the Union with designated space on existing Village bulletin boards used for employee communications, upon which Union representatives may post notices and communications of legitimate Union business which are of a non-political, non-inflammatory nature.

Section 7.3. Union Visitation. Local representatives, officers and staff representatives of AFSCME shall be permitted reasonable access upon prior notice to, and approval by, the appropriate Village representative.

Section 7.4. Attendance at Union Meetings. Up to a maximum of two (2) Local Union Representatives, including the Local Union President, shall be allowed time off, without pay or with the use of accrued time off, for attendance at State or Area-wide Union committee meetings, provided that at least seven (7) business days' notice of such meetings shall be given in writing to the Employer, and that such absence shall not substantially interfere with the operational needs of the Village; and provided, further, that the names of all such officials shall be certified in writing to the Employer. Up to twelve (12) hours per year of work time spent by the Local President attending monthly or special Local Union meetings shall be paid by the Village, upon request by the Local Union President. The remainder of work time spent by the Local Union President at Local Union Meetings shall be without pay or compensated through the use of accrued time off. Work time missed due to attendance at Union meetings under this Section must be documented.

Section 7.5. Convention Delegates. Any employee(s) chosen as delegate(s) to the Union's State or National Convention may, upon written application approved by the Union and submitted to the Village with at least thirty (30) days' notice, be granted time off, either without pay or using accrued time off as compensation, for the period of time required to attend such Convention. This leave of absence and use of accrued time off shall not exceed one (1) week.

Section 7.6. Union Orientation. The Village shall provide the Union with the names, job title, pay grade and job description of new employees within five (5) business days after the new employees report for duty. The Village shall grant the Union a 1 (one) hour orientation period for new employees, which orientation period shall be paid time for such new employees. If the

Union officer who is conducting the orientation is a bargaining unit employee and the orientation is being conducted during such employee's work time, the bargaining unit member shall also be paid by the Village for the thirty-minute orientation period.

Section 7.7 Privacy. The Employer shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7) and pertains to bargaining unit employees, to the Union, or to matters related to collective bargaining, to an entity that is not a party to this agreement. The Union and affected employee (s) shall be notified of any public disclosure request for information pertaining to the employee (s) at least seven days prior the response of the Employer to the request. The Union and all affected employee (s) shall also be provided a copy of the public disclosure request.

ARTICLE 8 – GRIEVANCE PROCEDURE

Section 8.1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation, misapplication or misinterpretation of an express provision of this Agreement. Any aggrieved employee shall have the right to file a grievance on his own behalf. The Union may process grievances on behalf of aggrieved employees, groups of employees or itself. Either party may have the grievant or one grievant representing group grievant present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure.

Section 8.2. Time Limits. If any grievance is not appealed by the Union to the next Step of the grievance procedure outlined hereafter within the specified time limit, it shall be considered withdrawn. In all steps of the grievance procedure, an extension of time to appeal or answer a grievance may be agreed upon in writing by the parties. If the Employer fails to give a response within the time limits herein, and the parties have not agreed to extend such time limits, the Union may advance the grievance to the next Step in the procedure as if the grievance had been denied.

As used herein, "business days" shall mean those days on which the Village's offices are open to the public excluding Saturdays and Sundays.

Section 8.3. Procedure. A grievance filed against the Village shall be processed in the following manner:

STEP 1: An employee or the Union shall submit the grievance in writing, in a form attached hereto as "Appendix C", to the employee's department head, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the complaint, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance, or the employee's discovery of such matter using reasonable diligence, whichever is later. The department head shall investigate the grievance and shall provide a written answer to the grievant within five (5) business days following their meeting. In the event the Department head is

unavailable, grievance shall be submitted to his designee, or moved to Step 2 if no designee has been identified.

STEP 2: If the grievance is not settled at Step 1, the employee or the Union may appeal the grievance to Step 2 of the grievance procedure. The appealed grievance shall be submitted to the Village Manager within five (5) business days after receipt of the Village's answer in Step 1. The Village Manager or his designee shall investigate the grievance, and in the course of such investigation shall offer to discuss the grievance within ten (10) business days with the grievant and authorized Union representatives, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Village Manager or his designee shall provide a written answer to the grievant within five (5) business days following their meeting.

STEP 3: If the grievance is not settled in Step 2, the matter may be referred to arbitration only by AFSCME Council 31 by written request made within thirty (30) calendar days of the Employer's answer in Step 2. Arbitration shall proceed in the following manner:

- (1) The Employer and the Union shall confer and attempt to reach agreement on the selection of an arbitrator. In the event the parties are unable to agree upon the arbitrator within ten (10) days, they shall obtain a list of recognized arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of such list, each party shall strike a name from the list, until there is one name remaining. The remaining individual shall be the arbitrator. The party requesting the arbitration shall strike first. Each party shall have the right to strike one (1) entire panel of arbitrators, and to request a new panel, prior to making their initial strike.
- (2) The arbitrator shall promptly review the grievance and the information and decisions rendered at the various steps of the grievance procedure. The arbitrator shall hold a hearing, and the scope of the hearing shall be defined by the grievance and this Agreement. Questions of arbitrability shall be decided by the arbitrator. If a question of arbitrability is raised, the arbitrator must first make a determination of the arbitrability of the dispute unless the issue is of such a nature that a determination cannot be made at the hearing. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of this Agreement. The hearing shall only be open to the parties in interest. The parties may request that a written transcript of the hearing be made. If there is a transcript made, each party will pay for their own copy of the transcript.
- (3) The arbitrator shall issue his decision not later than thirty (30) calendar days from the date of closing of the hearing or, if appropriate, from the date when post-hearing briefs are submitted to the arbitrator.
- (4) The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.

- (5) The decision of the arbitrator shall be binding upon the parties to the grievance.
- (6) The cost of the arbitrator's fees and expenses and the cost of a court reporter, if jointly requested by the parties, shall be borne equally by the Union and the Village and provided further however, that each party shall be responsible for costs incurred by such party, including compensating its own representatives and witnesses.
- (7) If the arbitrator calls for a hearing, and such hearing cannot be held during the normal working hours of the grieved employee, then no additional compensation or overtime payment shall be made by the Employer to either the grieved employee, witnesses or representatives of the Union.
- (8) The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.
- (9) The arbitrator shall have full authority to decide all issues of substantive and procedural arbitrability provided, however, that the parties shall not be prejudiced from challenging arbitrability determinations on subsequent review in judicial and quasi-judicial proceedings.

Section 8.4. Acceleration of Procedure. The parties may agree to accelerate a grievance to commence at a higher Step in the procedure, where such acceleration is appropriate and processing of the grievance at earlier Steps would be futile.

ARTICLE 9 – LABOR-MANAGEMENT MEETINGS

Section 9.1. Meeting Request. Representatives of the Union and the Employer shall meet at mutually agreed-upon times, but not less frequently than bi-monthly, to discuss matters of mutual concern. Such meetings may be requested by either party at least seven (7) business days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. In cases of emergency, the parties may waive the seven (7) business day advance written request requirement.

Section 9.2. Content. It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances which are being processed under the grievance procedure shall not be considered at "labor-management conferences." Further, the parties shall not conduct negotiations for the purpose of altering any or all of the terms of this Agreement at such conferences.

Section 9.3. Attendance. No more than three (3) persons from each side, plus the Union's service representative, shall attend these conferences, unless otherwise agreed. Attendance is permitted only upon prior approval of the employee's supervisor. Such approval shall not be unreasonably withheld.

ARTICLE 10 – HEALTH AND SAFETY

Section 10.1. General Duty. The Employer shall endeavor to provide a safe and healthful working environment for its employees. In order to promote the safety of its workforce, the Employer agrees to comply with all laws, regulations and safety rules applicable to its operations concerning the safety of employees covered by this Agreement.

Section 10.2. Safety and Health Committees. The parties agree to establish a joint safety and health committee which shall meet pursuant to Article 9, Section 9.1 of this Agreement for the purposes of identifying and correcting unsafe or unhealthy working conditions. Meetings of the committee shall be held no less frequently than quarterly and may be held more frequently as the need arises and as the parties agree.

Section 10.3. Equipment. The Employer agrees to furnish and maintain in safe working condition all tools, equipment and Village vehicles required to perform the duties of each position covered by this Agreement in a safe manner. Where necessary, protective wearing apparel required by the job shall be provided and maintained by the Employer.

Section 10.4. Safety Grievances. Any employee who reasonably believes that he is being required to perform work which presents a hazard to his health or safety, or for which he is inadequately trained, shall report such condition to his supervisor immediately. The immediate supervisor shall provide whatever assistance is available to modify the method of performing the job or otherwise alter the circumstances to enhance the safety of the employee. An employee's refusal to perform work which presents a clear and present immediate and direct threat to his or his co-worker's safety, which threat is extraordinary to the dangers inherent in his job, shall be entitled to assert such dangerous condition as a defense to any discipline for refusal to perform such work. Any unreasonable refusal by an employee to perform their work shall remain subject to disciplinary procedures. Any grievance arising from a dispute regarding the safety of an employee under this Article 10 shall be submitted to the Village Manager at the appropriate Step of the Grievance Procedure and the grievance shall be processed as expeditiously as possible under the circumstances.

Section 10.5. Safety Committee. The Village shall designate a seat on the Safety Committee for the bargaining unit's chosen representative.

ARTICLE 11 – EMPLOYEE DISCIPLINE/SECURITY

Section 11.1. Discipline.

- (a) The Village agrees with the tenets of progressive and corrective discipline. Disciplinary action shall include the following:
 - (i) Oral Reprimand
 - (ii) Written Reprimand
 - (iii) Suspensions
 - (iv) Discharge
- (b) Employees who have completed their initial probationary period shall be disciplined only for just cause, and such discipline shall not be designed to embarrass the employee before the public or the employee's co-workers. Prompt written notice of formal disciplinary action shall be issued to the employee and the Union, and such notice shall be included in the employee's personnel file. The actual date upon which discipline commences may not exceed forty-five (45) days after the completion of the disciplinary meeting. Any record of disciplinary action shall be removed from an employee's file if:
 - (i) From the date of the last oral or written reprimand, two (2) years have passed; and/or
 - (ii) From the date of the last suspension, three (3) years have passed.
- (c) In cases involving discipline in the form of loss of pay, prior to notifying the employee of contemplated measures of discipline to be imposed, the Employer shall meet with the employee involved. The Employer shall notify the Union of the meeting and reasonably in advance of such meeting shall make every reasonable effort to provide all documentation being used by the Employer to substantiate the alleged infraction. The Employer then shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employee shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such disciplinary meetings.

Section 11.2. Right to Representation. At any time an employee is being interviewed, and the employee reasonably believes that the result of such interview might result in disciplinary action, the employee shall have the right to request the presence of a Union representative to act as witness and adviser.

Section 11.3. Personnel File Inspection. The Employer's personnel files and disciplinary history relating to any employee shall be open and available for inspection by the affected employee, and/or the employee's designated Union representative (with written authorization), during the regular business hours, with sufficient advance notice to and approval of the Village Manager or his designee, but in no event later than two (2) business days following such request. The right of the employee to inspect his or her personnel records does not apply to:

- (a) Letters of reference for that employee.
- (b) Any portion of a test document.
- (c) Materials used by the Employer for management planning, including but not limited to judgments, external peer review documents or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments or other comments or ratings used for the Employer's planning purposes.
- (d) Information of a personal nature about a person other than the employee if disclosure of the information would constitute an unwarranted invasion of the other person's privacy.
- (e) Records relevant to any other pending claim between the Employer and employee which may be discovered in a judicial proceeding.
- (f) Investigatory or security records maintained by an Employer to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the Employer's property, operations, or business or could by the employee's activity cause the Employer financial liability, unless and until the Employer takes adverse personnel action based on information in such records.

In the event that, during the term of this Agreement, there should be any amendment to the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 et seq., which would expressly and affirmatively require the Village to provide employees with access to any of the documents described in (a) through (f) of this Section 11.3, the Village agrees that such statutory amendment shall supersede this Section.

Section 11.4. Insertion of Adverse Material. If the Employer inserts any adverse material into the personnel file of any employee, then the employee shall be afforded an opportunity to review and receive a copy of said material. No employee shall be subject to discipline for reasons based on adverse material unless such adverse material is made part of the employee's personnel file.

Section 11.5. Rebuttal Statement. An employee may request an opportunity to respond, in writing, to any information in his personnel file to which the employee is entitled to access, and with which he disagrees. Such response shall be limited to a statement of pertinent facts

which serve as the basis for the employee's disagreement, and may become a permanent part of the employee's file. The employee shall be responsible for providing any written response which the employee requests to be included as part of his permanent file.

Section 11.6. Polygraphs. No employee shall be required to undergo a polygraph examination as a condition for retaining employment with the Village, nor shall any employee be subject to discipline for the refusal to take such examination.

Section 11.7. Release of Information. No photograph or personal information, including but not limited to home addresses and telephone numbers, will be disclosed by the Village to the media at any time during the term of this Agreement, unless the employee approves of such disclosure prior to its release.

ARTICLE 12 – LAYOFF AND RECALL

Section 12.1. Layoff. If the Village, in its sole discretion, determines that layoffs in a department are necessary due to reasons of economic necessity or lack of work, employees covered by this Agreement will be laid off in reverse order of their bargaining unit seniority within the department, provided that the senior employee retained has the present skill and ability to perform the work available. An employee laid off under this Section shall first be given the opportunity to "bump" into any other bargaining unit position held by a probationary or temporary employee if the laid-off employee has sufficient skills and abilities to perform the available job. If no such position is available at the time of layoff, then any employee laid off from his/her position under this Section may identify other bargaining unit positions in other departments held by less senior employees for which he/she is qualified, and may "bump" into the position held by the least senior of such employees, provided that:

- (a) the "bumping" employee has sufficient skills and abilities necessary to satisfactorily perform the job in question with minimal training within ten (10) working days; and
- (b) the "bumping" employee has not been suspended for three (3) or more days within the previous six (6) months.

All affected employees and the Union shall receive notice in writing of the layoff at least twenty (20) working days in advance of the effective date of such layoffs. Upon request, the Village shall meet and negotiate with the Union regarding the impact of the layoff on the affected bargaining unit employees.

Section 12.2. Recall. Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their seniority, provided they possess sufficient skill and ability to satisfactorily perform the available work with minimum training within ten (10) working days. The Village agrees that it will offer available work within the bargaining unit to employees on the recall list prior to seeking any other staffing options.

Employees who are eligible for recall shall be given notice of recall by certified or registered mail, return receipt requested, provided that the employee must notify the Village of his/her intent to report to work within five (5) business days after receiving notice of recall, and must actually report to work within ten (10) business days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered 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. If an employee fails to respond to a recall notice within said five (5) day period, or to actually report within said ten (10) day period, his/her name shall be removed from the recall list and the employee will be deemed to have abandoned his job unless a timely response was impossible and the employee presents evidence of such impossibility to the Village at the earliest opportunity.

Section 12.3. Effect of Pending Grievances. In the event that an employee has filed a grievance over a suspension or discharge which remains pending at the time of layoff, and sustainment of the grievance would affect the employee's bumping rights under this Article, the parties agree that the arbitrator's decision will be deemed effective as of the date of the layoff, including payment of any back pay which may result from implementation of the arbitrator's award on such layoff date.

ARTICLE 13 – PROMOTIONS AND TRANSFERS

Section 13.1. Policy. It is the Village's policy to reward loyalty among its employees by promoting from within, whenever such promotions are possible and where such promotions are consistent with the Village's interest in maximum efficiency and service to residents.

Section 13.2. Posting. All vacancies in permanent positions within the bargaining unit shall be given to the Union, in writing, and posted for a period of ten (10) working days in all departments in places customarily used for communications with employees within the bargaining unit. During such posting period, the Village shall not interview any employee candidates from outside the Village's roster of employees. Bargaining unit employees who apply during said ten (10) day period shall be considered for the position prior to consideration of any non-bargaining unit applicant.

Section 13.3. Selection. The Village retains all rights to establish the qualifications required for all job classifications within the Village. The Village shall assess the qualifications of each individual applicant for any promotional or transfer position. Assessment of the candidate's qualifications may include, but not be limited to, a review of the candidate's education, prior work experience and, for incumbent Village employees, work record with the Village including discipline, attendance and other factors related to the ability to satisfactorily perform the functions required of a public employee for the position in question.

In the event that there are applicants who apply during the ten (10) day period referred to in Section 13.2 above, and who meet the Village's stated requirements, the position shall be awarded to the qualified candidate with the greatest bargaining unit seniority.

If no qualified bargaining unit member applies for the vacant position within the ten (10) day period described in Section 13.2 above, the position shall be filled by the most qualified applicant without regard to membership in the bargaining unit.

Section 13.4. Probationary Period. Upon selection for promotion or transfer, the employee selected shall serve a thirty (30) day probationary period in the new position. In the event that the employee does not satisfactorily perform the job at the end of said thirty (30) day period, or in the event that the employee elects to return to his/her prior position within the thirty (30) day probationary period, the employee shall be returned to his/her position, and the next qualified candidate who meets the job's criteria will be given the opportunity to accept the position.

Section 13.5. Temporary Assignments. A temporary vacancy within the bargaining unit may exist when. The Village needs to fill a position for a limited period of time. In cases where the vacancy exists due to an employee's approved leave of absence under this Agreement, such temporary vacancy shall be co-extensive with the length of the employee's leave. Temporary reassignments shall not be subject to the procedures in Section 13.2 above, applicable to permanent positions. Temporary vacancies may be filled either by reassignment of regular employees, or by hiring temporary employees. Any temporary employee hired to fill a temporary vacancy shall not be part of the bargaining unit. The Village shall attempt to equitably distribute any temporary reassignments of regular employees, giving due consideration to seniority, the skills required of the position, and the operating needs of the department.

Section 13.6. Temporary Assignment Pay. Any bargaining unit employee who is temporarily reassigned to another position classification shall receive such classification's rate of pay, or his/her regular rate of pay, whichever is higher.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

Section 14.1. Work Week – Work Day. This Article is intended only to provide a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week. The normal work week in each of the following departments shall generally be as follows:

- (a) Public Works – 8-1/2 hour shifts, starting from 6:00 a.m. to 8:00 a.m., and ending from 2:30 p.m. to 4:30 p.m., as determined by the Village, including 1 hour (1/2 hour paid, 1/2 hour unpaid) for lunch. Public Works employees shall list, in order of their preferences, the time(s) they would prefer to start. If employees within a classification are scheduled to start at different times, available slots shall be filled in accordance with the employees' preferences, in order of seniority (highest first).
- (b) Village Hall Employees – 9:00 a.m. to 5:30p.m., including 1 hour (1/2 hour paid, 1/2 hour unpaid) for lunch. (Note: one employee shall be regularly scheduled to work approximately 1/2 days two (2) times per week, including Saturday.)

- (c) Records Clerk/Court Officer – 7:00 a.m. to 3:30 p.m., including 1 hour (1/2 hour paid, 1/2 hour unpaid) for lunch.
- (d) Police Records Secretary – 9:00 a.m. to 5:30p.m., including 1 hour (1/2 hour paid, 1/2 hour unpaid) for lunch.
- (e) Police Department Records Clerk – Either from 3:00 p.m. to 11:30 p.m., or 11:00 p.m. to 7:30 a.m., both including 1 hour (1/2 hour paid, 1/2 hour unpaid) for lunch.
- (f) Community Service Officer – 8:00 a.m. to 4:30 p.m., including 1 hour (1/2 hour paid, 1/2 hour unpaid) for lunch.
- (g) Code Enforcement Administrative Assistant/Code Enforcement Inspectors – 9:00 a.m. to 5:30 p.m., including 1 hour (1/2 hour paid, 1/2 hour unpaid) for lunch.
- (h) Parks and Recreation Department Secretary – 9:00 a.m. to 5:30 p.m., including 1 hour (1/2 hour paid, 1/2 hour unpaid) for lunch. Parks and Recreation Department employees shall regularly be scheduled by their Supervisor for 40 hours of work per week, consistent with Department needs.
- (i) Public Works Secretary – 7:00 a.m. to 3:30p.m., including 1 hour (1/2 hour paid, 1/2 hour unpaid) for lunch.
- (j) Part time employees in the following categories: Patrol Officers, Animal Control Officers, Economic Community Specialist-Hours/schedule vary.

Except in cases of emergencies beyond the Employer's control, the Employer shall give the Union ten (10) business days' notice of any contemplated change in work schedules (a) through (j) above, and will meet with the Union upon request to bargain over the effects of such schedule changes. Parks and Recreation Department employees shall regularly be scheduled by their Supervisor for 40 hours of work per week, consistent with Department needs.

Section 14.2. Breaks.

- (a) Employees shall be allowed to take two (2) paid fifteen-minute breaks during the working day. Subject to Village operational and staffing as determined by the employee's supervisor, breaks shall be permitted once in each half of the employee's shift. Supervisors shall ensure that adequate coverage exists at all times during break periods.
- (b) Public Works employees shall be entitled to a paid fifteen (15) minute clean-up period at the end of such employees' shift.
- (c) Employees who work overtime shall be allowed to take an additional fifteen (15) minute break after working two hours of overtime, subject to the same scheduling

concerns. Employees who work more than four (4) hours of overtime shall be allowed an additional 1/2 hour paid lunch period, if the employee requests.

- (d) Employees may elect to combine their break periods with their lunch period with the permission of their immediate supervisor. Such permission shall not be unreasonably denied.

Section 14.3. Overtime Payment. Employees shall be eligible for overtime after working forty (40) hours during a work week. For purposes of calculating overtime, paid sick leave time shall not be considered hours worked; however paid lunch time and all other compensated hours shall be included in "hours worked" for purposes of computing overtime under this Section. All hours worked beyond forty (40) hours shall be compensated at the rate of one and one-half times the employee's regular rate of pay. Employees who sign in prior to the start of their shift shall not have such time included as "hours worked" except with their supervisor's approval.

Section 14.4. Required Overtime. Department heads or their designees shall have the sole right to determine when overtime work shall be performed. Employees who work in the position affected by overtime assignments shall not refuse overtime assignments except for good cause shown. Thereafter, overtime opportunities shall be offered on a rotational basis in order of departmental seniority among employees who are qualified to perform the work involved.

Section 14.5. No Pyramiding. Compensation and/or premium pay shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 14.6. Call Back. A call back is defined as an assignment of work which does not continuously precede or follow an employee's regularly-scheduled working hours. Employees who are directed to report back to the Employer's premises, or their normally assigned work station, at a specified time, shall be paid for all hours worked, but not less than for three (3) hours, at one-and-one-half times their regular rate of pay. All "call-backs" between an employee's two consecutive regular shifts shall be aggregated to determine whether the three-hour minimum has been met. No call back shall be compensated under this Section unless such call back has first been approved by the employee's department head or designee.

Section 14.7. Leave Time Excluded. All paid leave time other than sick leave shall be considered "hours worked" for purposes of computing weekly overtime.

Section 14.8. Compensatory Time. The Village agrees to grant compensatory time in lieu of overtime payment at the employee's election and at the same overtime rate. Compensatory time off may be accumulated to a maximum of one hundred twenty (120) hours, provided that employees may be paid, upon request, in cash for all hours in their comp time bank in excess of eighty (80) hours as of December 31st in each year of this Agreement. Compensatory time off shall be granted at the employee's request at such time and in such blocks as are mutually agreed between the employee and his/her immediate supervisor. Permission to use compensatory time off shall not be unreasonably denied if operational needs will not be adversely affected.

Section 14.9. Holdover. All Public Works Employees, held over due to weather related events, after their regular shift, called in to duty after their regular shift or called in to duty during their regularly scheduled off days, will be compensated at two (2) times (Double Time) their regular rate of pay.

ARTICLE 15 – LEAVES OF ABSENCE

Section 15.1. Bereavement Leave. The Village agrees to provide permanent non-probationary employees a leave of absence without loss of pay or benefits, as a result of a death in the employee's family. Such leave shall be for a period of up to three (3) days to be used for attendance at the wake and/or funeral of the employee's family; provided that such leave may be extended by the Village Manager, upon request, for out-of-state travel or for purposes of wrapping up the estate or affairs of a decedent member of the employee's family as defined herein. For purposes of this Section, "family" shall be defined as: parents, grandparents, spouse, children, brothers, sisters, grandchildren, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law. A Civil Union is defined as a legal relationship between two (2) persons of either the same or opposite sex, established pursuant to the Illinois Religious Freedom Protection and Civil Union Act.

Section 15.2. Jury Duty Leave. A full-time employee shall be granted leave with pay when required to be absent from work for jury duty. A second shift employee may be granted leave with pay for absences during his/her work shift(s) immediately following the employee's performance of jury duty. A third shift employee may be granted leave with pay for absences during his/her work shift(s) immediately preceding the employee's performance of jury duty. Compensation for such leave shall be limited to the difference between pay received for jury service and the employee's normal Village pay. To be eligible for jury duty pay, an employee must present his summons to his supervisor prior to the date of the absence, and proof of his appearance after his jury duty has been completed. All permanent employees who are subpoenaed or otherwise ordered to appear in court to testify in their official capacities shall be given full pay for the duration of their court appearance. When an employee must appear in court in connection with private litigation in which they are the principal party, the employee may take either vacation or unpaid leave.

Section 15.3. Unpaid Leave. Non-probationary full-time and part-time employees who are regularly scheduled to work more than one thousand (1000) hours in a year may request unpaid personal leave for reasons other than as provided elsewhere in this Agreement. Requests for personal leave should include the reason for the leave requested and should be submitted to the Village Manager, who shall review such requests and may grant such requests in his discretion, based upon the Village's operational needs. Approval of such requests shall not be unreasonably withheld. If granted, personal leave shall not exceed six (6) months. During such approved unpaid leave, the employee shall retain any accrued benefits but shall not accrue further seniority after the 30th day of such leave, nor be covered under the Village's health and life insurance plans unless the employee pays 100% of all premium costs. In addition, the employee on such leave of absence without pay shall not continue to accrue benefits, including but not limited to vacations, holidays or sick leave, during such leave. Employees granted leave under this Section may not seek or obtain employment elsewhere, except with the approval of the

Village Manager. Failure to report to duty within five (5) working days after the termination of a leave of absence shall be considered a resignation by the employee unless failure to do so is for reasons beyond the employee's control. Upon the employee's return from leave under this provision, the Village will attempt to reinstate the returning employee to his former position, if available. If the returning employee's position has been filled, the Village will attempt to reassign such employee to a position of as similar pay and responsibility as possible, depending on the availability of such alternate position.

Section 15.4. Family Leave. Employees may apply for and receive family leave pursuant to, and in accordance with, the provisions of the federal Family and Medical Leave Act of 1993. The employee shall be required to first exhaust his accrued compensatory time, vacation and sick leave for family leave, and such leave shall not exceed twelve (12) weeks, including both the paid and unpaid portions of such leave. Employees with a pregnancy-related or other non-work related disability shall apply for leave under this Section.

In the event an employee on leave under this section is unable to return to work at the expiration of the 12-week period, he/she may apply for an extension of up to an additional six (6) months of leave under the terms of Section 15.3 above.

Section 15.5. Military Leave. Military leave shall be afforded to affected employees in accordance with applicable state and federal law. Employees must give notice to their Department Head as soon as they are notified of their call to duty.

ARTICLE 16 – SICK LEAVE

Section 16.1. Eligibility and Use.

- (a) All full-time and regular part-time employees who are scheduled to work 1,000.00 or more hours in a year shall be eligible for paid sick leave benefits. In no case may sick leave be taken prior to its accrual in accordance with Section 16.2 below. An employee may be eligible for sick leave because of illness, injury or enforced quarantine of the employee or a member of the employee's household in accordance with health regulations. Such leave may be used in increments of no less than one (1) hour at a time. The Village shall maintain a record of accrual and use of sick time and such record shall be made available to employees.
- (b) Employees who, as of January 1st in any year of this Agreement, have less than 2 years of service shall be permitted to use up to two (2) accrued but unused sick days per year for personal business reasons which cannot be scheduled during non-working hours. Employees who wish to use a personal day must tender a written request for the use of such personal day, including the reason therefor, to their supervisor not less than three (3) business days prior to the date requested, except in cases of emergency when such notice is impossible. Personal days may not ordinarily be utilized in conjunction with holidays, weekends or vacations. Use of personal days may not be accumulated from year to year.

Section 16.2. Accrual. Full-time employees will accrue sick leave at a rate of eight (8) hours per month, and regular part-time employees at the rate of four (4) hours per month, with pay, without limitation for purposes of use in cases of illness or injury which prevent employees from performing their duties.

Section 16.3. Notification. An employee who is unable to report for work shall report the reason for his absence to his supervisor at least one (1) hour prior to the regular starting time for that employee, except for good cause shown. In cases of suspected abuse of sick leave, the Village may require evidence supporting the use of sick leave. In cases of absences of three (3) or more consecutive work days, due to illness or injury, the Village may require a physician's statement certifying that the employee's condition prevented him from appearing for work, and that the employee is fit to return to full duty.

Section 16.4. Compensation. While on sick leave, an employee shall receive his normal daily rate of base pay; provided, however, an employee who receives compensation under Workmen's Compensation shall be treated under 16.7(a) below.

Section 16.5. Separation of Employee. An employee terminating from Village service shall not be allowed the use of sick leave during the last two (2) calendar weeks of employment. Employees who separate from their employment with the Village in good standing shall be entitled to receive payment for 50% of their accrued sick leave.

Section 16.6. Abuse. Abuse of the sick leave benefit may result in discipline or dismissal of the employee from the Village service. Employees shall not be disciplined for legitimate use of sick time.

Section 16.7. Disability – On-the-Job Injuries.

- (a) In all cases when employees are forced to be absent from work due to an on-the-job injury or who contracts a service-connected illness or disease covered by Workers Compensation Benefits, they shall be paid the difference between the amount of weekly Workers Compensation benefits to which such employees would be entitled and the employees' regular net weekly salaries as of the day they last worked, for a period of up to, but not more than, ninety (90) calendar days in relation to the same injury. No deduction of sick leave, vacation or service credits in a public employee pension fund shall be made during this time.
- (b) Employees who are physically unable to perform their normal job duties may be placed on light-duty assignments if the Village determines that there is a light-duty assignment available and the employee receives a medical release from his physician to perform such work.
- (c) Any employee who is being paid for a work-related injury may elect to not take holidays or vacation that has already been requested, approved and scheduled during the time of the injury leave; an employee so electing must notify the Village of such election within ten (10) days prior to the holiday or vacation. However, if the injury occurs within the said ten (10) day period, the employee

shall notify the Village as soon as he is capable of doing so. Further, it is understood that holidays are not carried over beyond the year in which they are to be used, except with the permission of the Village Manager in extraordinary circumstances.

- (d) It is understood that, if the employee should recover compensation from a third party who caused the injury to the employee, the Village shall be reimbursed for the wages paid to the employee for the time that the employee was off work for this injury as provided by law, pursuant to 820 ILCS 305/5. If suit is filed, the employee shall notify the Village as soon as possible so that all insurance questions may be coordinated.

Section 16.8. Medical Examination. If there is any substantial question concerning an employee's present or anticipated physical or psychological fitness for duty or fitness to return to duty following any period of layoff, injury, illness, or other disability the Village may require, at its expense, that the employee be examined by a qualified physician and/or another appropriate medical professional selected by the Village. The foregoing requirement shall be in addition to any requirement that an employee provide, at his own expense, a statement from his own doctor upon returning from sick leave or disability leave. If a dispute arises over the medical condition of an employee, the parties shall select a neutral third doctor who shall make the final determination of his fitness for duty. The Village shall be responsible for paying for such third examination.

Section 16.9. VEBA Account Contributions.

- (a) On each January 1 following the execution of this Agreement, employees who have used 24 or fewer hours of sick leave in the prior year may elect to have the Village pay the cash value of up to 50% of the balance of unused sick days accrued that year into a deferred compensation plan known as a Voluntary Employee Beneficiary Association ("VEBA") pursuant to Section 501(c)(9) of the Internal Revenue Code.
- (b) The monthly minimum contribution required to fund the employees' VEBA accounts shall be made by the Village in the amount of \$10.00.

ARTICLE 17 – HOLIDAYS

Section 17.1. Holidays. The following are paid holidays for eligible employees:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day (1st Monday in September)

Veteran's Day
Thanksgiving Day (last Thursday in November)
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day
Good Friday
2 Floating Holiday

If a holiday designated under this Section falls on a Saturday or Sunday, the prior Friday or the following Monday shall be observed as an official Village Holiday.

Section 17.2. Holiday Pay and Work Requirements. Except as provided in Section 17.3 below, eligible full-time employees shall be entitled to a day off with pay on the day of observance of the holidays enumerated in Section 17.1 above. To be eligible to receive payment for a holiday, employees shall be required to be in pay status on both their last scheduled working day before, and their first scheduled working day after, the holiday. If a holiday falls on an employee's regularly-scheduled day off, the employee may elect to receive the holiday in the form of either an additional floating holiday to be taken at a later time, or be compensated in cash.

Section 17.3. Work on Holidays. If a full-time or regular part-time employee who is scheduled to work more than 1000 hours in a year is required to work on a holiday, he shall receive, in addition to his regular holiday pay, one and one-half times his hourly rate of pay for all hours actually worked.

Section 17.4. Floating Holiday. Employees desiring to use a floating holiday shall tender three (3) days' advance request to their department head. The use of floating holidays shall be subject to the scheduling needs of the department, provided that the department head's approval shall not be unreasonably withheld. An employee may use a floating holiday with less than three (3) days' notice for bona fide emergencies where:

- (a) no other appropriate paid leave is available;
- (b) the employee notifies his/her department head or designee of the reason for the emergency; and
- (c) such notice must be given no later than as provided for in Section 16.3 above.

Section 17.5. Holiday Pay Eligibility. Only permanent full-time employees and regular part-time employees who are scheduled to work more than 1000 hours in a year shall be eligible for paid holiday benefits under this Article.

ARTICLE 18 – VACATION LEAVE

Section 18.1. Eligibility and Allowances. All full-time and regular part-time employees shall be eligible for paid vacation time after the completion of twelve (12) months of continuous employment. Employees shall accrue vacation allowance on their anniversary date of employment each year. In the event vacation leave is taken before it has accrued, and the employee resigns or is terminated prior to the accrual date, such vacation leave advanced shall be deducted from the employees final pay check.

Section 18.2. 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 at the commencement of the vacation period. Employees may receive their vacation paycheck on the last regularly- scheduled payday prior to their vacation by submitting a written request not less than two (2) weeks prior to such payday.

Section 18.3. Scheduling. In each department, employees shall be awarded vacation time by the Village in accordance with staffing needs, and on the basis of their seniority. All vacation days must be taken within the year in which they are accrued, unless the Village Manager approves an exception to this rule in writing for special circumstances shown. No vacation days may be taken without prior notice to and approval of the department head. Employees may take a single vacation day in an emergency situation for which no other paid leave is available, subject to staffing coverage needs of the Village. The department head (or designee) shall attempt to provide a written approval or denial of the request within three (3) working days, but not later than five (5) working days, thereafter, subject to the provisions of Section 18.5 below.

Section 18.4. Accrual Schedule.

- (a) On January 1st of each year, all employees will be credited with their vacation based upon their completed years of service as of January 1 of said year as follows:

Length of Service as of January 1st	Vacation Accrued
1	5 days/year
2, but less than 5	10 days/year
5, but less than 10	15 days/year
10, but less than 15	20 days/year
15 or more	25 days/year

- (b) Employees who reach their second, fifth, tenth or fifteenth anniversary date during such year shall be credited on their anniversary date with a pro-rated amount of vacation time that will be the equivalent of the monthly accrual (1/12 of five days) from their anniversary date to the end of the affected calendar year, rounded to the nearest whole day.

(c) Vacation accruals shall be reflected on the employees' paycheck stubs.

Section 18.5. Village Emergency. In case of an emergency, where operational needs could not otherwise be met, the Village Manager may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall back any employee from vacation in progress. Any employee who works under this Section during an approved vacation shall be paid time and one-half for all such hours worked.

Section 18.6. Cash-In. After giving fifteen (15) days' prior notice, an employee shall be paid for unused vacation time upon layoff, retirement or voluntary resignation.

Section 18.7. Vacation Holidays. 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.

Section 18.8. Part-Time Employees. Part-time employees who are regularly scheduled to work 1000 or more hours in any calendar year shall be entitled to 50% of the vacation benefits set forth in Section 18.4 above.

ARTICLE 19 – WAGES

Section 19.1. Compensation Program. The Village shall pay bargaining unit employees in accordance with the salary schedule attached hereto as "Appendix A".

Section 19.2. Probationary Rates. Employees covered by this Agreement who are in their initial probationary period (normally the first year of their employment with the Village) shall be subject to a probationary rate approximately ten percent (10%) below the scheduled rate applicable after completion of probationary service in such position. Upon request of the Village, and agreement of the Union, an employee's probationary period may be shortened to a period of less than one year.

Section 19.3. Performance Reviews. The Union and the Employer encourage periodic informal performance evaluation conferences between the employee and his/her supervisor to discuss work performance, job satisfaction, work-related problems and the work environment. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving the problem.

However, the Employer shall prepare two (2) written evaluations, one evaluation at the midpoint of the Village year (October) and one on or before May 1st.

Section 19.4. Reclassification. Employees who believe that their new or existing job classification is in error (due to changes in duties or other criteria) may challenge such classification through the grievance procedure. In the event that the employee's grievance is granted, such position's re-classification shall date back to the employee's filing of said grievance, and the employee shall be entitled to the wage differential (if any) retroactive to the date of filing of the grievance.

Section 19.5. Job Description. Employees shall be provided with a copy of their current job description at the time of their hire or upon their request.

ARTICLE 20 – INSURANCE

Section 20.1. Health Insurance. The Village will continue to provide health insurance coverage for its employees and their dependents. The Village retains the option to select participation in or change plans or companies as necessary due to economic conditions, provided that the basic terms of coverage shall remain basically the same or improved during the term of this Agreement. The additional cost for employee and/or dependent care coverage shall be shared by the employee and the Village on a 50/50 basis, provided that the maximum employee co-payment for PPO coverage per two-week pay period in each year of the Agreement shall be:

DATE	EE	EE + 1 DEP	FAMILY
5/20	\$67.00	\$200.00	\$266.00
5/21	\$67.00	\$200.00	\$266.00
5/22	\$67.00	\$200.00	\$266.00
5/23	\$67.00	\$200.00	\$266.00
5/24	\$67.00	\$200.00	\$266.00

And the maximum bi-weekly co-payment amounts for HMO coverage shall be:

DATE	EE	EE + DEP	FAMILY
5/20	0	\$143.00	\$186.00
5/21	0	\$143.00	\$186.00
5/22	0	\$143.00	\$186.00
5/23	0	\$143.00	\$186.00
5/24	0	\$143.00	\$186.00

Section 20.2. Insurance Committee. A joint employee committee, comprised of two (2) members of each employee group, one (1) Administrative Employee and the Village Manager, will be implemented and maintained during the term of this Agreement. The Committee shall be empowered to research available dental/optical and medical plans, to compare their costs, and to recommend to the Employer possible implementation of such a plan. The Employer shall have the final authority to decide whether such plan shall be implemented.

Section 20.3. Life Insurance. The Village shall supply each full-time employee with:

- (a) life insurance in an amount equal to the employee's annual salary in effect at the time of death; and

- (b) A burial expense benefit of up to a maximum of \$3,000.00, payable to the survivor designated by the employee.

ARTICLE 21 – EDUCATION BENEFITS

Section 21.1. Tuition Reimbursement. Any employee covered by this Agreement who enrolls in a course of study at an accredited junior college, technical or trade school, college or university within the State of Illinois may qualify to have the tuition (not to include books and fees) for such course(s) reimbursed by the Village. Courses taken must be directly related to the employee's job or be of some direct benefit to the Village. Prior written approval must be obtained from the Village Manager for each such course or program of study, and shall be contingent in part upon the Village's budgetary constraints. Submission of courses or programs of study for approval must be completed by January 1st of each year for consideration in the subsequent fiscal year. The Village Manager has complete discretion in determining whether the course is directly related to the employee's work and would improve his work performance to justify the tuition reimbursement. The Village Manager has the discretion to determine the number of courses which will be taken during any given period, provided the annual aggregate reimbursements to bargaining unit members under this Section 21.1 shall not exceed \$1,000.00 times the number of bargaining unit members employed on May 1st of the fiscal year in which the course is completed. Reimbursement will be based upon the actual cost of tuition of up to, but not to exceed, Two Thousand Dollars (\$2,000.00) per employee in any fiscal year, regardless of whether such course is taken at a public or private institution of higher learning. All reimbursement will be made after demonstration of course completion in accordance with the following schedule:

Grade of A-C – 100% reimbursement

There shall be no reimbursement for a course where a grade of below C is received. Courses taken on a Pass/Fail basis will be reimbursed at eighty percent (80%) if a passing grade is received.

Section 21.2. Repayment. If the employee leaves the employment of the Village within two (2) years of taking a reimbursed course, the employee shall repay the Village the costs of the course, unless such departure was due to emergency reasons.

Section 21.3. Forfeiture of Eligibility. Employees who request and obtain prior written approval for taking reimbursable courses, but who fail to actually take the course, shall be ineligible to participate in the tuition reimbursement plan in the following fiscal year. Failure to take the course due to the Village's changing an employee's regularly scheduled day off or an employee's work hours, so that a schedule conflict now existed, would not be held against the employee as it relates to this Section.

Section 21.4. Scheduling. Employees are expected to use off-duty time to pursue course work, unless the contemplated course is part of an in-service program. Exceptions to this general rule may only be made with the approval of the employee's department head and the Village Manager, provided such exception does not interfere with the operation of the department.

Section 21.5. Educational Leave. The Village may authorize special leave of absence, without pay, for any period not to exceed six (6) calendar months in any one calendar year for attendance at a school or university for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the Village. Approval for such leave shall be within the Village's discretion on a case-by-case basis, based upon factors including but not limited to staffing needs.

Section 21.6. Training Opportunities. The Village encourages the employees' voluntary attendance at seminars, classes and other forms of training which enhance the employee's work-related skills, provided attendance at such training does not interfere with the Village's operations. Employees shall request permission to attend such training if the training will require the employee to be absent from work. If the department head (or designee) determines, in his/her discretion, that the training opportunity is related to, and will enhance, the employee's performance of their job, the costs of training opportunities may be subsidized from the Tuition Reimbursement funding under Section 21.1 above, provided such funding is available, and provided further that the maximum annual subsidies available to an employee under Section 21.1 above and this Section 21.6 together shall be Two Thousand Five Hundred Dollars (\$2,500.00). Permission to attend training and/or for a subsidy under this Section shall be within the department head's discretion, but shall not be unreasonably withheld. This Section shall not apply to training which employees are ordered to attend as part of their job performance.

ARTICLE 22 – UNIFORMS/LICENSES

Section 22.1. Uniforms. It is the Village's policy to have its employees maintain a professional appearance before the public. To that end, for any bargaining unit employee who is required by the Village to wear a uniform, including Public Works Employees, Parks and Recreation Employees, civilian Police Department employees, Part-Time Patrol Officers, Code Enforcement Inspectors and Animal Control Officers, the Village shall initially provide such employees with an appropriate number of sets of uniforms at the time of such employee's hire as described in Appendix B attached to this Agreement. Thereafter, employees' uniforms which become stained, torn, worn out or otherwise unsuitable for use on the job shall be turned in by the employee and either replaced by the Village as needed on a "quartermaster system" basis or, if the Village cannot timely supply a replacement, the employee may purchase employer-approved replacement items at sources other than the Village's regular supplier. If the employee purchases the replacement item, he/she may seek reimbursement by the Village upon proof of payment, provided such reimbursement shall be made within thirty (30) days of the employee's tender of proof of payment, and shall not exceed the amount normally paid by the Village for such items through the Village's regular suppliers.

Section 22.2. Shoes. For all Public Works employees, Part-Time Patrol Officers, Code Enforcement Inspectors, Animal Control Officers and Park and Recreation Employees who work outside, the Village shall reimburse up to one hundred twenty-five dollars (\$125.00) upon proof of purchase, in each calendar year for the purchase of mandatory weather/water proof steel-toed safety shoes/boots for Public Works employees and weather/water proof boots for Part-Time Patrol Officers, Code Enforcement Inspectors and Animal Control Officers to be used on the job.

For the Community Service Officer, the Village shall reimburse up to seventy-five dollars (\$75.00) in each calendar year for the purchase of work shoes/boots to be used on the job. Department head reserve the authority and the discretion to determine the appropriate types of footwear that are requested for employees' job functions.

Section 22.3. CDL Licenses. Public Works employees may be required to possess a commercial driver's license ("CDL") as a condition of their employment. The Village shall reimburse employees for (a) the difference between the costs of CDL's and Class D license fees, and (b) the fees applicable to all testing (license exams, hearing, etc.) required by the State of Illinois or the Village which are incidental to obtaining or renewing the CDL. All non-probationary Grade G-8 Public Works Technicians who have at least two (2) years of satisfactory G-8 experience, who possess a CDL license, and who otherwise meet G-9 requirements, shall be re-classified and paid at G-9 rates pursuant to part E of the "Appendix A-Wage Scale" attached to this Agreement.

Section 22.4. Bullet Proof Vests. In the event that a Part-Time Patrol Officer elects or is required to wear a bullet-proof vest, the employee shall purchase such vest at their own expense. Upon supplying proof of purchase, the employee shall be reimbursed for a pro-rata portion of one year's amortized cost of such vest. For purposes of this Section, "one year's amortized cost" shall mean 20% of (a) the cost of the vest, or (b) the amount paid by the Village for vest for other Department employees, whichever is less. The portion reimbursed shall be based on the portion of the year worked by the employee in the prior year, up to, but not to exceed, 50% of one year's amortized cost. Such reimbursement shall be made annually.

Section 22.5. Funeral Expenses. The Employer agrees to help defray funeral and burial expenses of any Employee of the Police Department killed in the line of duty and will pay Eight Thousand Dollars (\$8,000.00) to the Employee's named beneficiary within thirty (30) days of the Employee's death. Such payment to be used solely towards the Employee's funeral and burial expenses.

ARTICLE 23 – SUBSTANCE ABUSE IN THE WORKPLACE POLICY

Section 23.1. Policy. Employees who are under the influence of drugs or alcohol pose a serious risk to themselves, their co-workers, the Village, and the general public. The Village, therefore, prohibits the use of drugs and alcohol while an employee is on duty or on Village premises, including but not limited to the use of prescribed controlled substances which may impair an employee's work performance.

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace is expressly prohibited by this policy. The presence of any detectable amount of any controlled substance in either the possession or the system of any employee while performing any work for the Village or on the Village's premises is also prohibited and is a violation of this policy; provided, that the presence of a controlled substance in an employee's system or possession pursuant to and in accordance with a physician's prescription shall not, without more, be a violation of this policy.

Section 23.2. Controlled Substance Testing. In the event that the Village has reasonable suspicion of any violation of the policy set forth in Section 23.1 above, the Village may require the employee to submit to urinalysis, blood tests and/or other appropriate tests at St. James Occupational Clinic/Hospital facilities, or a suitable alternative as designated by the Village Manager. Tests will be conducted at facilities that are either licensed pursuant to the Illinois Clinical Laboratory Act or eligible for accreditation by the National Institute for Drug Abuse (NIDA). Tests administered under this Article shall be conducted in accordance with NIDA standards. The test results will be submitted to the Village Manager and, in the event of a positive test indicating the presence of drugs or alcohol in the employee's system, the employee involved may be disciplined.

Prior to implementing any testing policy or testing any employee for drug/alcohol use as permitted herein, the Village shall advise the Union of its testing methods and procedures and the safeguards to be applied to insure the integrity of such testing. In the case of a positive drug test, there shall be a confirmatory test using GC/MS techniques.

In case of any employee who tests positive for drug/alcohol use and is not terminated, the Village shall provide an opportunity for such employee to enter and successfully complete an appropriate rehabilitation program. Nothing herein shall preclude disciplinary action, which may include discharge, against any employee where a test shows the presence of drugs or alcohol in the employee's system while at work; nor shall it be interpreted to preclude disciplinary action, which may include discharge, for misconduct, including violation of applicable law, which may be related to drug use.

Confidentiality of test results will be preserved and test results will only be disclosed to high level management of the Village and, where criminal prosecution may be contemplated, persons within the Police Department. No further disclosure will be made without the employee's express written authorization, except in litigation or arbitration.

Section 23.3. Employee Assistance Program. The Village shall offer its current Employee Assistance Program (EAP) to the members of the bargaining unit as long as it offers the package to the Village employees. The current EAP may be terminated by management at any time should it be deemed in the Village's best interest to terminate the program. In the event that the Village's current EAP is terminated, the Village agrees to maintain a substitute EAP through the term of this Agreement.

Employees who voluntarily seek assistance, before any positive drug/alcohol test and before any discipline is imposed for an offense associated with illegal drugs or alcohol, will be permitted to take advantage of a Village-established Employee Assistance Program. Any use of the Employee Assistance Program as described above shall be without disciplinary consequence for the first occurrence.

Section 23.4. Indemnification of Union. The Village agrees to indemnify the Union, its agents, representatives, successors, or assigns, from any losses, claims, or causes of action arising out of any act by the Union in furtherance of or cooperation with the policy set forth in Section 23.1 above, including any losses in the form of damages or attorneys' fees incurred in

defending against such action, provided that the Village shall have the option to appear and defend the Union against any suit covered by this provision.

ARTICLE 24 – PERSONNEL POLICIES

Section 24.1. The Village retains its management right and responsibility to maintain reasonable personnel practices, rules and regulations, whether by policy, ordinance or otherwise, and to institute, implement and amend such policies. All such policies currently in existence, or hereafter implemented or amended from time to time which are not mandatory topics of bargaining, shall not be vitiated by this Agreement, except where a specific express provision of this Agreement covers the same subject matter and conflicts with such Village policy. In the event that this Agreement should directly conflict with any Village personnel policy, from whatever source, this Agreement shall supersede and shall be effective with regard to the employees covered herein for the term of this Agreement.

ARTICLE 25 – SAVINGS CLAUSE

Section 25.1. If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 26 – COMPLETE AGREEMENT

Section 26.1. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 27 – DURATION

Section 27.1. Term of Agreement. This Agreement shall be effective from the date of execution hereof, unless otherwise provided herein, and shall remain in full force and effect until April 30, 2020. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than February 1, 2025,

and no later than February 28, 2025. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 27.2. Continuing Effect. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties. This Section does not constitute a waiver of any of the parties' rights afforded by Illinois Public Labor Relations Act.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this _____ day of February 2022.

FOR VILLAGE OF UNIVERSITY PARK:

FOR THE UNION:

Mayor Joseph Roudez

Norm Neely, AFSCME Council 31

Village Clerk

APPENDIX A – WAGE SCHEDULE

May 1, 2020 - April 30, 2021

Grade	Probationary	Completion	After 2 Years	After 3 Years	After 4 Years	After 5 Years
	Rate	Probation				
G-7	\$25,749.67	\$28,068.03	\$30,431.42	\$32,772.30	\$35,113.18	\$37,454.05
G-8	\$36,799.94	\$40,433.60	\$42,024.71	\$43,614.10	\$45,206.96	\$48,634.79
G-9	\$37,835.90	\$41,341.56	\$43,046.84	\$44,752.09	\$46,455.63	\$49,791.82
G-10	\$38,773.28	\$42,339.49	\$44,233.26	\$46,128.78	\$48,019.10	\$51,569.74
G-11	\$39,663.96	\$43,228.45	\$45,232.91	\$47,242.56	\$49,241.84	\$52,932.56
G-12	\$40,552.92	\$44,120.83	\$46,237.74	\$48,356.36	\$50,473.24	\$54,295.39
G-13	\$41,448.78	\$45,009.80	\$47,242.56	\$49,470.12	\$51,697.70	\$55,658.22
G-14	\$42,339.49	\$45,905.66	\$48,243.94	\$50,583.92	\$52,922.18	\$57,022.79
G-15	\$43,352.96	\$47,009.09	\$49,399.22	\$51,792.83	\$54,188.16	\$58,385.62
G-16	\$45,044.39	\$48,873.47	\$51,523.04	\$54,174.32	\$56,827.37	\$61,260.03
G-17	\$46,801.54	\$50,779.35	\$53,676.25	\$56,576.58	\$59,476.92	\$64,117.12
G-18	\$48,626.15	\$52,759.60	\$55,922.84	\$59,086.06	\$62,249.28	\$67,105.67
G-19	\$50,528.60	\$54,821.14	\$58,261.10	\$61,702.77	\$65,146.17	\$70,227.40

May 1, 2021 - April 30, 2022

Grade	Probationary	Completion	Upon			
	Rate	Probation	After 2 Years	After 3 Years	After 4 Years	After 5 Years
G-7	\$26,264.66	\$28,629.39	\$31,040.05	\$33,427.75	\$35,815.45	\$38,203.13
G-8	\$37,535.94	\$41,242.27	\$42,865.21	\$44,486.38	\$46,111.10	\$49,607.49
G-9	\$38,592.62	\$42,168.39	\$43,907.77	\$45,647.13	\$47,384.75	\$50,787.66
G-10	\$39,548.75	\$43,186.28	\$45,117.92	\$47,051.35	\$48,979.48	\$52,601.14
G-11	\$40,457.24	\$44,093.02	\$46,137.57	\$48,187.42	\$50,226.67	\$53,991.21
G-12	\$41,363.97	\$45,003.25	\$47,162.50	\$49,323.49	\$51,482.71	\$55,381.29
G-13	\$42,277.76	\$45,909.99	\$48,187.42	\$50,459.52	\$52,731.65	\$56,771.38
G-14	\$43,186.28	\$46,823.77	\$49,208.82	\$51,595.60	\$53,980.62	\$58,163.25
G-15	\$44,220.02	\$47,949.27	\$50,387.21	\$52,828.68	\$55,271.93	\$59,553.33
G-16	\$45,945.28	\$49,850.94	\$52,553.50	\$55,257.81	\$57,963.92	\$62,485.23
G-17	\$47,737.57	\$51,794.94	\$54,749.77	\$57,708.12	\$60,666.46	\$65,399.46
G-18	\$49,598.68	\$53,814.79	\$57,041.29	\$60,267.78	\$63,494.27	\$68,447.78
G-19	\$51,539.17	\$55,917.57	\$59,426.33	\$62,936.82	\$66,449.09	\$71,631.95

May 1, 2022 - April 30, 2023

Grade	Upon		After 2 Years	After 3 Years	After 4 Years	After 5 Years
	Probationary	Completion				
	Rate	Probation				
G-7	\$26,921.28	\$29,345.13	\$31,816.05	\$34,263.44	\$36,710.83	\$39,158.21
G-8	\$38,474.33	\$42,273.32	\$43,936.84	\$45,598.54	\$47,263.88	\$50,847.68
G-9	\$39,557.43	\$43,222.60	\$45,005.47	\$46,788.31	\$48,569.37	\$52,057.35
G-10	\$40,537.46	\$44,265.93	\$46,245.87	\$48,227.64	\$50,203.97	\$53,916.16
G-11	\$41,468.68	\$45,195.34	\$47,291.01	\$49,392.10	\$51,482.34	\$55,341.00
G-12	\$42,398.07	\$46,128.33	\$48,341.56	\$50,556.58	\$52,769.77	\$56,765.83
G-13	\$43,334.70	\$47,057.74	\$49,392.10	\$51,721.01	\$54,049.95	\$58,190.67
G-14	\$44,265.93	\$47,994.37	\$50,439.04	\$52,885.49	\$55,330.14	\$59,617.33
G-15	\$45,325.52	\$49,148.00	\$51,646.89	\$54,149.40	\$56,653.72	\$61,042.16
G-16	\$47,093.91	\$51,097.22	\$53,867.33	\$56,639.25	\$59,413.02	\$64,047.36
G-17	\$48,931.01	\$53,089.81	\$56,118.51	\$59,150.82	\$62,183.12	\$67,034.45
G-18	\$50,838.64	\$55,160.16	\$58,467.33	\$61,774.48	\$65,081.63	\$70,158.98
G-19	\$52,827.65	\$57,315.51	\$60,911.98	\$64,510.24	\$68,110.32	\$73,422.74

May 1, 2023 - April 30, 2024

Grade	Probationary	Completion	After 2 Years	After 3 Years	After 4 Years	After 5 Years
	Rate	Probation				
G-7	\$27,728.91	\$30,225.48	\$32,770.54	\$35,291.35	\$37,812.16	\$40,332.96
G-8	\$39,628.56	\$43,541.52	\$45,254.94	\$46,966.50	\$48,681.79	\$52,373.11
G-9	\$40,744.16	\$44,519.28	\$46,355.63	\$48,191.96	\$50,026.45	\$53,619.07
G-10	\$41,753.59	\$45,593.91	\$47,633.25	\$49,674.46	\$51,710.09	\$55,533.65
G-11	\$42,712.74	\$46,551.20	\$48,709.74	\$50,873.86	\$53,026.81	\$57,001.22
G-12	\$43,670.02	\$47,512.18	\$49,791.81	\$52,073.28	\$54,352.87	\$58,468.80
G-13	\$44,634.74	\$48,469.47	\$50,873.86	\$53,272.64	\$55,671.44	\$59,936.39
G-14	\$45,593.91	\$49,434.20	\$51,952.21	\$54,472.05	\$56,990.04	\$61,405.85
G-15	\$46,685.28	\$50,622.44	\$53,196.29	\$55,773.88	\$58,353.34	\$62,873.43
G-16	\$48,506.73	\$52,630.13	\$55,483.35	\$58,338.43	\$61,195.41	\$65,968.78
G-17	\$50,398.94	\$54,682.51	\$57,802.07	\$60,925.34	\$64,048.62	\$69,045.48
G-18	\$52,363.80	\$56,814.97	\$60,221.35	\$63,627.71	\$67,034.08	\$72,263.74
G-19	\$54,412.48	\$59,034.97	\$62,739.34	\$66,445.55	\$70,153.63	\$75,625.43

May 1, 2024 - April 30, 2025

Grade	Probationary	Upon	After 2 Years	After 3 Years	After 4 Years	After 5 Years
	Rate	Probation				
G-7	\$28,699.43	\$31,283.37	\$33,917.50	\$36,526.54	\$39,135.58	\$41,744.61
G-8	\$41,015.56	\$45,065.48	\$46,838.87	\$48,610.32	\$50,385.66	\$54,206.17
G-9	\$42,170.20	\$46,077.45	\$47,978.08	\$49,878.68	\$51,777.37	\$55,495.74
G-10	\$43,214.96	\$47,189.70	\$49,300.41	\$51,413.07	\$53,519.94	\$57,477.33
G-11	\$44,207.68	\$48,180.49	\$50,414.58	\$52,654.45	\$54,882.75	\$58,996.27
G-12	\$45,198.47	\$49,175.11	\$51,534.52	\$53,895.84	\$56,255.22	\$60,515.21
G-13	\$46,196.96	\$50,165.90	\$52,654.45	\$55,137.19	\$57,619.94	\$62,034.16
G-14	\$47,189.70	\$51,164.40	\$53,770.54	\$56,378.58	\$58,984.69	\$63,555.06
G-15	\$48,319.27	\$52,394.23	\$55,058.16	\$57,725.97	\$60,395.70	\$65,074.00
G-16	\$50,204.47	\$54,472.19	\$57,425.27	\$60,380.28	\$63,337.25	\$68,277.69
G-17	\$52,162.90	\$56,596.40	\$59,825.14	\$63,057.73	\$66,290.32	\$71,462.07
G-18	\$54,196.54	\$58,803.49	\$62,329.09	\$65,854.68	\$69,380.27	\$74,792.98
G-19	\$56,316.91	\$61,101.20	\$64,935.22	\$68,771.15	\$72,609.00	\$78,272.32

The title of before and Aftercare Assistants will be added to Appendix A. The Assistants will be on Wage Schedule G-7. The current employees will be placed on the “After 3 years” position on G-7 of the Wage Schedule.

The titles of Accounting Technicians I, II and Staff Accountant will be added to Appendix A.

Class Titles:

Accounting Technician II / Rate of Pay: Grade 15

Accounting Technician I / Rate of Pay: Grade 14

Staff Accountant / Rate of Pay: Grade 16

The current Accounting Tech I will be placed on the “After 3 years” position for the G-14 pay scale.

The two current Accounting Tech II will be placed on the “After 4 years” position on the G-15 pay scale.

For new hires:

- A) All full-time employees hired on or after the effective date of this Agreement shall be subject to the wage schedule.

For current full-time employees:

- B) All full-time employees hired on or after the effective date of this Agreement shall be subject to the wage schedule.

For all full-time employees:

- C) In each year of this Agreement, eligible employees shall receive a “step” increase on their anniversary date. In any year of this Agreement, employees who are “maxed out” and not eligible for a full step increase shall be eligible for longevity increases on their anniversary date as follows:

7+ years	\$500
10+ years	\$1000
15+ years	\$1,500
20+ years	\$2,000

Said longevity increases will be added to the maximum annual wage rate applicable to the employees' classification as shown in this Appendix A. Longevity increases shall not be compounded.

- D) Step and longevity increases shall not be paid to employees who are on remediation status pursuant to Section 19.3 of the Agreement.
- E) Employees who are promoted to a higher grade shall be placed at the lowest step which results in a salary increase, upon satisfactory completion of their probation period. Thereafter, the anniversary date of such employees for purposes of step increases shall be the date on which said salary increase becomes effective.

For all bargaining unit employees:

F) :

All bargaining unit employees covered by this Agreement shall receive the following increases to their hourly rates in effect and retroactive to May 1, 2020 .

May 1, 2020 – April 30, 2021	2.0%
May 1, 2021 – April 30, 2022	2.0%
May 1, 2022 – April 30, 2023	2.5%
May 1, 2023 – April 30, 2024	3.0%
May 1, 2024 – April 30, 2025	3.5%

For special assignment:

- G) An employee who is assigned, in the Village's discretion, to assume the duties and responsibilities of Swimming Pool Maintenance shall receive an additional \$500.00 per month in salary as compensation for the performance of such duties.

APPENDIX B – UNIFORMS PROVIDED

PUBLIC WORKS AND PARKS & RECREATION

(Per Quartermaster Supply System in effect on May 1, 2014)

Community Service Officer, Police Records Clerk's/Court Officers, Police Records Clerks, Animal Control Officers, Code Enforcement Inspectors:

5	Shirts (Long or Short Sleeve)
5	Pants or Skirts
1	Sweater
1	Belt
1	Cap
1	Parka Each (Every Five Years)
1	Light Jacket Each (Every Two Years)
1	Facemask, Gloves and Rain Gear

Part Time Patrol Officer:

2	Shirts
2	Trousers
2	Belts
1	Cap
1	Parka Each (Every Five Years)
1	Sweater
1	Light Jacket
1	Facemask, Gloves and Rain Gear

APPENDIX C – GRIEVANCE FORM



AFSCME LOCAL _____

STEP _____

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.



GRIEVANCE FACT SHEET

This form is to be used by the steward to aid in investigating a grievance. The FACT SHEET outlines the information that will be necessary to develop a strong case. Use additional pages to document all the details.

DO NOT TURN THIS FORM INTO MANAGEMENT. THIS INFORMATION IS FOR THE UNION'S USE ONLY.

GRIEVANT _____ DEPARTMENT _____

CLASSIFICATION _____ DATE OF HIRE _____

DATE OF CLASSIFICATION _____ WORK LOCATION _____

What Happened? Also describe incidents which gave rise to the grievance.

Who was involved? Give names and titles (include witnesses) _____

When did it occur? Give day, time, date(s) _____

Where did it occur? Specific locations _____

Why is this a grievance? What is management violating: contract, rules and regulations, unfair treatment, existing policy, past practice, local, state, federal laws, etc.

What adjustment is required? What must management do to correct the problem?

Additional comments. Use reverse side if needed _____

GRIEVANT'S SIGNATURE _____ DATE _____

STEWARD _____ DATE _____

GRIEVANT'S HOME ADDRESS _____

NOTE: A COPY OF THIS FORM TO BE COMPLETED BY STEWARD OR OFFICER FILING GRIEVANCE AND TO BE TURNED IN TO LOCAL GRIEVANCE FILE ALONG WITH COPY OF GRIEVANCE AND DISPOSITION.

