

RESOLUTION NO. R-69-2022

**RESOLUTION AUTHORIZING A CONTRACT WITH THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) COUNCIL 31**

**WHEREAS**, the VILLAGE OF BENSENVILLE (hereinafter the "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the VILLAGE is empowered to make all agreements, contracts, and engagements, and to undertake other acts as necessary, in the exercise of its statutory powers

**NOW, THEREFORE BE IT RESOLVED** by the President and the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois. As follows:

**SECTION ONE:** That the recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** That the Village Manager is hereby authorized and directed to execute the contract with the American Federation of State, County and Municipal Employees (AFSCME) Council 31, which contract is attached hereto and made a part hereof, and to take such other and further actions as may be necessary thereto.

**SECTION THREE:** That this Resolution shall take effect immediately upon its passage and approval as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, Illinois this 21<sup>st</sup> day of June 2022.

APPROVED:

  
Frank DeSimone, Village President

ATTEST:

  
Nancy Quinn, Village Clerk

AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

ABSENT: None

**VILLAGE OF BENSENVILLE**

**AND**

**AFSCME COUNCIL 31**

**EFFECTIVE**

**JANUARY 1, 2022 THROUGH DECEMBER 31, 2025**

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## **PREAMBLE**

THIS AGREEMENT executed on this 21 day of June, 2022, is entered into by the VILLAGE OF BENSENVILLE (hereinafter referred to as the "Village" or the "Employer") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 31 (hereinafter referred to as the "Union"), and has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of a prompt and equitable procedure for the resolution of grievances; the promotion of cooperation to improve efficiency and services for the benefit of the community; and the establishment of an entire agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

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

## **ARTICLE I RECOGNITION**

### **Section 1.1. Union Recognized.**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for its employees covered by the Certification of Representative issued by the Illinois State Labor Relations Board in Case No. S-RC-97 and Case No. S-RC-13-089, including laborer, special clerical assistant, billing clerk, secretary, switchboard operator, computer operator, mechanic, custodian, engineering technician, lab technician, and non-professional building inspector, code/ordinance enforcement officer, draftsman, youth and family services counselor, records clerk and investigative aide. Excluded from the unit are all others, including all managerial, supervisory, confidential, professional, volunteer, contract and temporary (i.e., hired for a definite term of one (1) year or less) employees.

The word "employee" as used in other sections of this Agreement shall mean only a person included within the bargaining unit as defined above, unless in the context of the language concerned, a different meaning is clearly apparent. It is fully understood that this clause is solely a recognition clause and that nothing herein shall either be deemed to or shall constitute a guarantee or obligation (explicit or implied) on the part of the Employer to continue existing operations or as a guarantee of employment to any employee(s).

- a. The phrase "part time employee" means those employees, other than seasonal employees, who are regularly scheduled to work fewer than 35 hours per week. Part time employees in the bargaining unit as of April 30, 2011 will remain in the bargaining unit irrespective of the number of hours of work.
- b. "Seasonal employees" means those employees who are not covered by this Agreement and who may work any number of hours as needed but for a limited or finite season or period of time. It is agreed and understood that the Employer

will notify the Union of the anticipated limited or finite term of employment for the seasonal employee upon hire of the seasonal employee.

**Section 1.2. Classifications Not Guaranteed.**

The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Employer.

**Section 1.3. New Classifications.**

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

If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this bargaining unit, and the Union notifies the Employer of a desire to meet within ten (10) days of its receipt of the Employer's notice, the parties will then meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit, the Employer shall be free to implement its decision and the Union shall be free to challenge that decision before the Illinois State Labor Relations Board. If the inclusion of the proposed classification is agreed to by the parties or found appropriate by the Illinois State Labor Relations Board, the parties shall then negotiate as to the proper rate of pay for the classification, with the Village free to assign a temporary rate pending resolution of negotiations. ARTICLE XVII (No Strike-No Lockout) shall continue in effect during these negotiations.

**Section 1.4. Duty of Fair Representation.**

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

**Section 1.5. Meeting with Other Employee(s).**

This Agreement shall not be construed to prevent the Village or any administrator from meeting with any employee or group of employees covered by this Agreement for the purpose of hearing their views.

**Section 1.6 Non-Interference/Employer Neutrality**

The Employer agrees not to interfere, restrain, coerce, deter, or discourage employees from becoming or remaining members of the union or authorizing representation by a labor

organization, or authorizing dues or fee deductions to a labor organization. There shall also be no discrimination, interference, restraint or coercion by the Employer or any Employer's representative against any employee because of union membership or because of any employee activity in an official capacity on behalf of the union, or for any other protected concerted activity. The Employer shall establish email policies in an effort to prohibit the use of its email systems by outside sources. All inquiries about union membership shall be referred to the union, except the Employer may communicate with employees regarding payroll procedures.

## **ARTICLE II UNION SECURITY AND RIGHTS**

### **Section 2.1. Dues Checkoff.**

The Village shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the union for union dues, assessments, or fees; and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions and applicable laws. The Village must commence dues authorizations within thirty (30) days of notice of authorization from the union and must transmit the deductions to the union within 30 days. The union will be the record keeper of the cards. The union is not required to provide a copy of the dues card/authorization to the Village. Dues deduction authorizations remain valid until the employee leaves the bargaining unit or the Village receives notice from the union that an employee has revoked his/her authorization in writing in accordance with the terms of the authorization. Employees who want to revoke dues authorizations must be directed to the union by the Village. The union will be responsible for processing the request and notifying the employer of the revocation. If an Village does not timely deduct dues or accepts revocations directly from employees, relief for the violation shall be reimbursement by the Village of dues that should have been deducted or paid based on a valid authorization given by the employee or employees.

### **Section 2.2. Union Indemnification.**

The Union shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise).and for all legal costs that shall arise out of or by reason of actions taken or not taken by the Village in complying with the provisions of this Article.



### **Section 2.3. Access to Premises by Union Representative.**

The village shall provide the union reasonable access to workplaces to meet with employees. This access shall at all times be conducted in a manner so as not to impede normal operations. Access includes:

1. During the workday for workplace meetings to investigate and discuss grievances and workplace-related complaints without loss of pay for employees (including employees representing the union).
2. During the workday for new employee orientation for up to one hour within first two weeks of employment without loss of pay for employees (including employees representing the union).
3. During non-work times to discuss collective bargaining negotiations, administration of collective bargaining agreements, other matters related to the duties of the union, and internal matters involving the governance or business of the union.

### **Section 2.4 Union Bulletin Boards.**

The Village will make available at least 2 feet x 2 feet of space for the posting of official Union notices which are not political, inflammatory, partisan or defamatory in nature on Village bulletin boards where bargaining unit employees are normally required to report to work. This space shall be for the sole and exclusive use of the Union. The Union will limit the posting of Union notices on Village premises to such bulletin boards. The Union officers and stewards for each work area shall be the sole Union officials authorized to post notices on such bulletin boards, and will be responsible for maintaining same in an orderly and neat fashion.

### **Section 2.5 Information to the Union.**

The Village shall to provide AFSCME Council 31 on a monthly basis in an Excel format or other mutually agreed upon digital file format, a list of employees covered by this Agreement via email to lists@afscme31.org. The list shall include name, address, job title, worksite location, work telephone numbers, identification number if available, date of hire, work email address, any home and personal cellular telephone numbers on file with the Employer, and any personal email addresses on file with the Employer. In addition, the Village must provide the Union the same information as above for all new hires within ten (10) days of the date of hire. The Village shall, upon request, provide to the Union, personnel transactions such as, promotions, layoffs, leaves, temporary assignments, transfers, returns from leaves, suspensions, discharges and terminations.

## **Section 2.6    Union Representatives.**

The Village will recognize and deal with Union representatives chosen by the Union from among employees covered by this Agreement only in accordance with the provisions of this Section.

The Union shall maintain (and keep current) with the Village Manager a complete written list of its local officers, stewards not to exceed four (4) in number) and staff representatives (including addresses and telephone numbers), who will deal with the Village as representatives of the Union. The Village shall be free to refuse to deal with any purported Union representative concerning whose status as an official Union representative the Village has not received a written notification from the Local Union President or Secretary.

A Union representative of any kind shall not leave his workstation without the prior permission of supervision indicating the grievance (or other matter) and destination concerned. Such requests shall not be unreasonably denied.

## **Section 2.7    Freedom of Information Act Disclosures to Outside Parties**

The Employer shall not disclose the following information of any covered employee: (1) the employee's home address (including ZIP code and county); (2) the employee's date of birth; (3) the employee's home and personal phone number; (4) the employee's personal email address; (5) any information personally identifying employee membership or membership status in a labor organization or other voluntary association affiliated with a labor organization or a labor federation (including whether Employees are members of such organization, the identity of such organization, whether or not Employees pay or authorize the payment of any dues or moneys to such organization, and the amounts of such dues or moneys); and (6) emails or other communications between a labor organization and its members. As soon as practicable after receiving a request for any information prohibited from disclosure under this subsection, excluding a request from the exclusive bargaining representative of the employee, the Employer must provide a written copy of the request, or a written summary of any oral request, to the exclusive bargaining representative of the Employee. The Employer must also provide a copy of any response it has made within 5 business days of sending the response to any request. Provided, however, the Parties agree and acknowledge that this Section 2.8 does not apply to disclosures (a) required under the Freedom of Information Act, (ii) for purposes of conducting public operations or business, or (iii) to the exclusive representative of the covered employees.



### **ARTICLE III MANAGEMENT RIGHTS**

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

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

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

## **ARTICLE IV SUBCONTRACTING**

### **Section 4.1. General Policy.**

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary or advisable in the exercise of its best judgment. The Employer agrees that subcontracting of bargaining unit work shall not be done for the sole purpose of causing a layoff of a bargaining unit employee.

### **Section 4.2. Notice of Discussion.**

Except where an emergency situation exists, before subcontracting of work where such subcontracting will result in a substantial loss of work to one (1) or more existing bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to state its views with respect to the Village's proposed subcontracting decision and its effect on bargaining unit employees.

## **ARTICLE V HOURS OF WORK**

### **Section 5.1. Application of this Article.**

This Article is intended only as 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.

### **Section 5.2. Normal Workweek.**

Except as provided elsewhere in this Agreement, when work is available the normal workweek shall consist of forty (40) hours per week and such additional time as may, from time to time, be required in the judgment of the Village to serve the citizens of the Village. The normal workweek shall consist of five (5) eight (8) hour workdays in a calendar week, except Youth Services employees and Village Hall employees who work during extended hours established by the Village that extend into the night or occur on Saturdays. In the case of Village Hall employees covering extended hours, the workweek shall consist of forty (40) hours in a calendar week. The normal workweek for Youth Services employees shall be established based on programmatic need. For all employees, except part time employees, the normal workday may be interrupted by a meal period. The starting and ending times of the normal workday shall be established by the Employer.

### **Section 5.3. Changes in Normal Workweek and Workday.**

Should it be necessary in the interest of efficient and/or safe operations to establish daily or weekly work schedules departing from the normal workday or the normal workweek, including

changes in the starting and ending times of the normal workday, the Village will give a ten (10) day notice of such change to the employees affected and the Union. The parties will meet to negotiate over the impact. For a schedule replacement of an absent incumbent, the ten (10) day timeframe notice is also required, unless emergency circumstances arise that are beyond the Village's control.

#### **Section 5.4. Time Clocks.**

The Village may continue its use of time clocks for bargaining unit employees. The Village may institute reasonable rules and regulations pertaining to such time clocks as well as the right to discipline for failure to comply with reasonable time clock requirements. An employee failing to properly clock in or out at the beginning of a shift or call-back, before and after lunch or at the end of a shift or overtime period, if required by the Employer, will be subject to discipline. Clocking in or out for another employee is absolutely prohibited when the use of time clocks is required by the Village. All work time must be recorded for an employee to receive compensation.

#### **Section 5.5. Rest Periods.**

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half day shift. The rest period shall commence at a time established or approved by an employee's immediate supervisor who is not a member of the bargaining unit. The fifteen (15) minute rest periods shall be non-cumulative and shall include any travel time utilized by the employee during the rest period. Employees shall take no more than fifteen (15) minute rest periods, except upon express permission of their immediate supervisor who is not a member of the bargaining unit, for good cause shown.

Employees who for any reason work beyond their regular quitting time shall be granted such rest periods every four (4) hours, as stated above.

#### **Section 5.6. Meal Periods.**

All full-time employees shall be granted a minimum of thirty (30) minutes unpaid meal period during each regular work shift, with the following two exceptions: full-time Village Hall employees shall be granted a minimum of forty-five (45) minutes unpaid meal period during each regular work shift. This meal period shall be taken at a time approved in advance by an employee's immediate supervisor who is not a member of the bargaining unit. Time granted for meal periods shall include any travel time utilized by the employee during the meal period. When appropriate, the meal period shall be scheduled at the middle of each shift or regular workday. Employees may be required to punch a time clock in and out for meal periods.

Subject to the foregoing conditions, the Employer shall provide an unpaid one-half (1/2) hour meal period to any employee who is requested or required to, and does, work four (4) hours beyond his regular quitting time. The employee shall be furnished additional unpaid meal periods

of one-half (1/2) hour each every eight (8) hours thereafter while he continues to work. In all instances, the employee will buy the meal.

## **ARTICLE VI SENIORITY**

### **Section 6.1. Definition.**

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

### **Section 6.2. Application of Seniority.**

In the application of seniority to promotions from one bargaining unit position to another, filling of permanent openings in classifications within the bargaining unit, layoff and recall of bargaining unit employees, seniority shall be the determining factor when, among employees involved, the qualifications, skill, ability, experience, knowledge and physical fitness to perform the work without further training is relatively equal between two or more employees. When determining the application of seniority, the Village's decision concerning qualifications, skill, ability, experience, knowledge and physical fitness shall be made in good faith and its actions shall not be arbitrary or capricious.

### **Section 6.3. Termination of Seniority.**

Seniority and the employment relationship may, at the Village's discretion, be terminated when an employee:

- a. quits; or
- b. retires or is retired; or
- c. is laid off for a period in excess of his seniority or two (2) years, whichever is less; or
- d. is discharged for just cause.

The parties agree the following reasons, among other, constitute cause for discharge:  
When an employee

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

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

A laid-off employee who loses his seniority as a result of the Termination of Seniority provisions of this Agreement shall, upon reemployment, be granted all previously earned seniority.

**Section 6.4. Probationary Period -- New Employees.**

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of one (1) year. The Village with concurrence of the Union retains the option to extend the probationary period, for up to one hundred and twenty (120) days. A probationary employee may be laid off or terminated without cause during such probationary period, and no grievance shall be raised regarding such action. During the employee's probationary period, the employee may be represented by the Union except in cases of layoff or termination.

The Employer may extend an employee's probationary period at its discretion, if a probationary employee is absent for a period in excess of three (3) consecutive days. The extension shall not exceed one (1) month or the total number of days an employee was absent during the initial probationary period, whichever is greater.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

**Section 6.5. Probationary Period -- Promoted Employees.**

A probationary period of three (3) months shall be served by an employee who has been promoted to a bargaining unit position covered by this Agreement after having successfully completed a probationary period in another bargaining unit position covered by this Agreement. If an employee promoted from one bargaining unit position to another fails to successfully complete the probationary period in the promoted to position because of unsatisfactory performance of the duties and responsibilities of the new promoted position, the Village will attempt to place the employee in his previous position if the position is open. If the position is not open, the employee will be laid-off and subject to recall to this previous position under the recall provisions of this Agreement if an opening develops. In the event that prior position is not vacant and/or has been filled, the employee will be laid off with recall rights pursuant to Section 6.8 of this agreement.

**Section 6.6. Transfers and New Job Openings.**

Employees desiring to transfer to other jobs within the bargaining unit shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer. Bargaining unit members seeking to transfer to a vacant position within the

same job title between divisions shall be transferred if relatively equal in any job selection over non-bargaining unit applicants, except where:

- the employee seeking the transfer was assigned to his/her current position by the Village within the last one year, and/or;
- the employee had requested and received a transfer within the last two years.

Employees requesting transfers shall serve a 90-day trial period. The Village may return an employee to his/her previous position due to the inability to perform duties and responsibilities of the transfer position, as determined by the Village. In determining whether an employee is qualified to perform the required work, the employee shall not be required to meet a higher standard than required for non-bargaining unit applicants. All bargaining unit vacant jobs will be posted for a period of ten (10) working days before being filled. The burden of proof for determining whether the employee is relatively equal rests with the employee.

#### **Section 6.7. Seniority List.**

The Village shall maintain and keep current a seniority roster noting the date of hire and current position by Department and job title and/or classification for all employees covered by this Agreement. A copy of this roster shall be posted at the time this Agreement becomes effective and an updated copy of the seniority roster shall be posted every six months by the Employer. The Union shall, upon request, be provided a copy of each roster which is so posted.

#### **Section 6.8. Layoff and Recall.**

The Village in its sole discretion shall determine whether layoffs are necessary or advisable. Seniority will be by department with relation to layoffs. If it is determined that layoffs are necessary or advisable, employees will be laid off by seniority regardless of classification. There are three (4) separate departments:

1. Public Works
2. Code Enforcement
3. Village Hall Clerical
4. Police Department

Public Works Department Seniority;

PW Tech I (grade 5)  
(grade 5w)

PW Tech II (grade 7)  
(grade 7w)



PW Mechanic (grade 5)

PW Mechanic II (grade 7)

The essential duties of full time Public Works Technicians shall not be eroded by the use of temporary employees. Temporary employees shall not perform bargaining unit work on an ongoing permanent basis.

The Village will assign bargaining unit work to bargaining unit employees, except the Village may use non-unit employees on a short-term emergency that is not back-to-back, or where the Village posts and fills a job vacancy for a period of 60 days from the date of posting. The hiring of temporary employees shall not limit or reduce the number of bargaining unit positions.

There will be four (4) months' continuation of health care benefits to any person laid off providing they have currently one (1) year of seniority. The affected person(s) will be responsible to stay current with all co-pays.

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

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

Employees who are eligible for recall shall be given ten (10) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Village Manager or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Village with his latest mailing address.

**Section 6.9. Part-Time Employees.**

Regular part-time employees shall acquire and accumulate seniority on a pro rata basis, but they shall not be eligible for any fringe benefits under this Agreement, including but not limited to sick leave, other leaves of absence, meal periods, holidays, vacations and insurance, except as otherwise specifically provided elsewhere in this Agreement.

**ARTICLE VII  
SICK LEAVE**

**Section 7.1. Purpose.**

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

**Section 7.2. Allowance.**

Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay. Sick leave will be granted for purposes of childbearing on the same terms and conditions as any other illness or disability.

**Section 7.3. Days Earned in Accumulation.**

- a. Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work. Sick leave cannot be taken before it is actually earned.
- b. Regular part-time employees shall be allowed six (6) days of sick leave, based on their average workday hours of the preceding two months, for each calendar year of service.

**Section 7.4. Rate of Payment.**

Employees shall be paid eight (8) hours at their regular, straight-time hourly rate of pay for each single day of sick leave properly utilized (or the number of hours per day the employee was regularly scheduled to work prior to the sick leave, if other than eight (8) hours).



**Section 7.5. Notification.**

Notification of absence due to sickness shall be given to the Village as soon as possible on the first day of such absence, but no later than one-half (1/2) hour prior to the start of the employee's work shift. Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline, as well.

**Section 7.6. Medical Examination.**

The Village may require a doctor's slip attesting to an illness immediately upon the employee's return from such leave. The Village may, where there is reason to suspect abuse or for an absence of three (3) workdays or more, require an employee seeking to utilize sick leave to submit to a doctor's certification of the illness and/or to submit at any time during such leave to an examination by a doctor or nurse designated by the Village. Any required examination by a Village designated doctor or nurse of the employee during the period the employee is sick shall, if so requested by the employee, be at the employee's residence if the employee is too sick to travel. Examinations administered by a physician or nurse selected by the Village shall be paid for by the Village. If it is a family member who is sick, the Employer may require a doctor's certification of the illness.

**Section 7.7. Abuse of Sick Leave.**

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

**Section 7.8. Union Cooperation.**

The Union agrees that abuse of sick leave is a serious matter and does not condone such.

**Section 7.9. Sick Leave Utilization.**

Sick leave shall be used in no less an increment than one-half (1/2) day in the A.M., and a quarter (1/4) day in the P.M. Sick leave may be used for the employee's illness, injury or medical appointment.

An employee cannot accumulate more than sixty (60) sick leave days. An employee who has accumulated more than thirty-six (36) sick leave days may be paid, upon written request, for any sick leave days in excess of thirty-six (36), at a rate equal to one-half of the employee's regular daily wage rate at the time the request is made. Requested payment for accumulated sick leave days shall be made in the first pay period in the December following the request. Sick leave also may be used for the employee's own illness, injury or medical appointments. Upon termination of employment, all employees hired after the effective date of this agreement, shall receive payment for accumulated sick days on the formula set forth below and on the following basis:

0 through 2 years 25% of accumulated days

Upon or after 3 years	50% of accumulated days
Upon or after 4 years	85% of accumulated days
Upon or after 5 years	100% of accumulated days

Upon termination of employment all employees shall receive full pay for the first thirty-six (36) days of accumulated sick leave, and one-half pay for any additional accumulated sick leave days, up to a maximum of sixty (60) leave days. Sick leave payment which is to be made upon termination/retirement shall be held for thirty (30) days after termination/retirement and such payment will not be eligible for IMRF purposes. Any amounts of accumulated hours of sick leave above sixty (60) are forfeited upon retirement and/or termination.

A Department Head may approve an employee's absence for personal reasons unrelated to illness, injury or medical appointment as sick leave to be applied against accrued sick leave days, but in no event more than two (2) such days in each calendar year.

Absence from work which is necessary due to illness, injury or medical appointment in an employee's immediate family (defined as child, stepchild, spouse (domestic partner), sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) may be applied against accrued sick leave days, but in no event more than ten (10) such days in a calendar year.

## **ARTICLE VIII LEAVES OF ABSENCE**

### **Section 8.1. Discretionary Leaves.**

The Village may, at its discretion, grant a leave of absence at the request of an employee without pay under this Section for any bargaining unit employee for good and sufficient reason. The Village shall, at its discretion, set the terms and conditions of the leave.

### **Section 8.2. Application for Leave.**

Any request for a leave of absence shall be submitted in writing by the employee to the Village Manager or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

### **Section 8.3. Military Leave.**

Military leave shall be granted in accordance with applicable law.

#### **Section 8.4. Jury Leave.**

Employees covered by this Agreement who are summoned to jury duty or subpoenaed as witnesses in matters in which they have no personal or pecuniary interest shall receive time off with pay, provided that proper notice is given to their immediate supervisor. An employee shall notify his immediate supervisor as soon as possible after being subpoenaed or summoned. The Village shall compensate such employees at their regular rate of pay for time lost while serving on jury duty or witness duty. As a condition of receiving such compensation, the employee must sign over to the Village all compensation received for jury duty or a witness appearance as it is received, except for a mileage allowance, which the employee may keep, and he may be required to present verification of the witness appearance or jury duty.

#### **Section 8.5. Funeral Leave.**

In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, parents of spouse and step-parents, brothers and sisters of employee and spouse or grandparents and grandchildren of employee and spouse) an employee shall be granted up to three (3) consecutive workdays as funeral leave if the employee attends the funeral. Leave beyond such three (3) days may, upon approval of the Village Manager or his designee, be taken if charged to the employee's sick leave or vacation leave accrual account, if any. An employee shall provide satisfactory evidence of the death of a member of the immediate family if so requested by the Village.

#### **Section 8.6. Family and Medical Leave.**

Eligible employees may receive up to twelve (12) weeks of approved time off during each rolling 12-month period pursuant to the Family and Medical Leave Act ("FMLA"). An employee is eligible for FMLA time off if they both: (a) have worked for the Village for at least twelve (12) months, and (b) have actually worked for the Village at least 1,250 hours during the 12-month period prior to commencement of the requested FMLA leave of absence.

Up to 12 weeks of annualized FMLA leave time may be taken for the following reasons:

- a. The birth of a child and to bond with the newborn child within one year of birth.
- b. The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement.
- c. A serious health condition that makes the employee unable to perform the functions of his or her job.
- d. To care for the employee's spouse, son, daughter, or parent who has a serious health condition.
- e. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty.

An eligible employee may take up to 26 workweeks of FMLA leave in a single 12-month period to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member ("military caregiver leave").

To qualify for an FMLA leave, the eligible employee must report the reason and request FMLA time off as soon as practical after the employee knows of the circumstances and need for leave (and at least 30 calendar days prior to the start of the leave for foreseeable FMLA leaves). The employee must timely return the completed Certification of Health Care Provider within fifteen (15) calendar days of the receipt of the FMLA forms from the Village's Human Resources Department that includes: the nature of the circumstances for leave, the estimated length of time that the employee will be unable to report for work and other information referenced in the FMLA forms. Thereafter, during such leave, the employee will furnish by mail to the Village a status report from the appropriate health care provider every 30 days or more frequently as provided in the FMLA law.

During an FMLA leave, the Village shall maintain the employee's medical insurance benefits under the same terms and conditions as if the employee were actively working. Employees on unpaid leave shall not accrue any additional paid time off and they will use any previously earned paid time off concurrently with the otherwise unpaid FMLA leave period. In the event of a conflict between the language in this Section 8.6 and the applicable FMLA law, the FMLA will govern.

Prior to returning from such a leave the employee may be required to submit a release from the employee's health care provider to confirm that the employee is released to return to work upon expiration of the approved FMLA leave period. Upon return from such leave the employee will be restored to the position or equivalent he/she held prior to the leave of absence. Provided, however, an employee has no greater right to restoration than if the employee had been continuously employed during the leave period.

#### **Section 8.7. Benefits While on Leave.**

a. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Where the leave of absence is for less than ninety (90) calendar days, upon return the Village will place the employee in his or her previous job if the job is vacant; if the leave of absence is for ninety (90) calendar days or more, the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal. An employee returned to a lower-rated classification shall be subject to recall to his former classification if an opening develops.

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

c. During an approved unpaid leave of absence of more than ninety (90) calendar days or during a layoff under this Agreement, the employee shall be entitled to coverage under applicable group health and life insurance plans to the extent permitted under such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

**Section 8.8. Non-Employment Elsewhere.**

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, except with the express written approval of the Village Manager. Employees who engage in employment elsewhere during such leave may immediately be terminated by the Village.

**ARTICLE IX  
HOLIDAYS**

**Section 9.1. Holidays.**

The following are paid holidays for eligible employees:

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

During the calendar year, each employee shall receive two (2) floating days as holidays to be taken at the employee's discretion, provided the work unit would remain sufficiently staffed. New employees hired after July 1 shall receive one (1) floating holiday in the year of hire.

**Section 9.2. Holidays on Weekends.**

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

**Section 9.3. Holiday Pay.**

For each such holiday, when not worked, an eligible employee shall receive holiday pay computed at his regular straight-time hourly rate for the number of hours for which he is normally and regularly scheduled to work immediately prior to the holiday. For each such holiday in fact worked, an eligible employee shall receive eight (8) hours of regular (i.e., non-overtime) holiday pay, plus one and a half (1-1/2) times his regular straight-time hourly rate for all hours

worked on that holiday. If the employee and Village mutually agree, compensatory time off may be granted and scheduled in lieu of pay for time worked on a holiday.

**Section 9.4. Eligibility Requirements.**

In order to be eligible for holiday pay, the employee must be full-time and must work the full scheduled working day immediately preceding and immediately following the holiday, unless on vacation or unless the employee provides evidence satisfactory to the Employer that he was too ill to work on such day(s), if requested by the Village. This Section shall not be construed to make employees on layoff eligible for holiday pay.

**Section 9.5. Holiday Hours for Overtime Purposes.**

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

**ARTICLE X  
VACATIONS**

**Section 10.1. Eligibility and Allowances.**

Full-time employees shall be eligible for paid vacation time after the completion of one year of service with the Employer. Vacation allowances shall be accrued each anniversary year, based on the following schedule:

<u>Length of Continuous Service</u>	<u>Working Days Vacation Per Year</u>
After completion of one (1) year	10 working days
After completion of five (5) years	15 working days
After completion of fifteen (15) years	20 working days
After completion of twenty-five (25) years	25 working days

The term "working days" as used in this vacation schedule shall mean a full-time employee's regular working day, not to exceed eight (8) hours. Ordinarily, vacation time taken during a given anniversary year shall be the vacation allowance earned during the preceding anniversary year. Exceptions to this policy may be granted in writing by the Village Manager.

Full-time employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work.

Part-time employees who work the same hours each week throughout the year are entitled to one (1) week paid vacation for their regularly assigned workweek hours after completing one (1) year of service with the Employer. After completing five (5) years of service with the Employer, such part-time employees shall be entitled to two (2) weeks paid vacation for their regularly assigned workweek hours.



#### **Section 10.2. Vacation Pay.**

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Employees who submit a written request at least fifteen (15) days in advance of the start of their vacation will receive, on the last day of work prior to the start of their vacation, their next regularly scheduled paycheck which would normally be paid on a day falling within their scheduled vacation; this provision shall not apply, however, to vacations of less than five (5) consecutive workdays.

#### **Section 10.3. Scheduling and Accrual.**

Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's seniority. During the first ten (10) days of each calendar year, the Employer will post a vacation schedule indicating those times when employees will be able to select vacation preference. During this ten (10) day period of time, employees will be granted their vacation preference based upon their seniority. Thereafter, vacation periods will be granted by the Employer on a first-requested, first-granted basis. Unused vacation time shall not accumulate from year to year, except a maximum of five (5) days may be carried over to the next calendar year. Vacation leave shall not be granted in units less than one-half ( $\frac{1}{2}$ ) working day.

#### **Section 10.4. Emergencies.**

Where a vacation day is needed for emergency reasons, such as unexpected family illness, the employee will notify the Village as soon as possible of such need. If the Village is able to arrange suitable coverage for the employee's work, the employee will be given the requested day(s) off as a vacation day(s), provided the employee has the requisite number of accrued vacation day(s) available.

#### **Section 10.5. Holiday During Vacation Period.**

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the holiday shall be observed as part of the vacation week with no charge to the employee's accrued vacation bank. The number of employees that will be allowed to be on vacation during the same time will be subject to the approval of the Department Head. Should an emergency arise at the time of vacations, any or all employee vacations may be canceled provided that the employee's services are needed.

#### **Section 10.6. Vacation Rights in Case of Layoff or Separation.**

Any employee who is laid off for more than five (5) working days, or who retires or voluntarily quits prior to taking his vacation, shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation, provided the employee gives at least two (2) weeks' notice in the event of retirement or resignation. Payment shall be made within thirty (30) days of separation from active employment.

## **ARTICLE XI WAGES**

### **Section 11.1. Wage Schedule.**

A-1. Full-time employees shall be compensated as follows:

Hourly rates for full-time employee shall be calculated from Appendix A on the basis of 2,080 hours per year or normal work week as set forth in Section 5.2. The correlation of pay grades to specific job classifications is set forth on Appendix B to this Agreement. Each employee's current job classification and placement on the wage scale is set forth in Appendix C.

Effective January 1, 2022, all Steps in Appendix A shall be increased by 3.25% and employees entitled to a Step increase shall move to the next Step effective January 1, 2022. This increase will be paid on a retroactive basis for covered employees who are actively employed on the date of ratification of this successor Agreement.

Effective January 1, 2023, all Steps in Appendix A shall be increased by 2.75% and employees entitled to a Step increase shall move to the next Step effective January 1, 2023.

Effective January 1, 2024, all Steps in Appendix A shall be increased by 2.50% and employees entitled to a Step increase shall move to the next Step effective January 1, 2024.

Effective January 1, 2025, all Steps in Appendix A shall be increased by 2.25% and employees entitled to a Step increase shall move to the next Step effective January 1, 2025.

B. Employer may credit new employee for past experience in placing them on Appendix A upon initial hire except that such rate shall not be greater than Step G of the wage schedule.

C. The pay rates for all bargaining unit classifications and steps shall be as indicated on the attached schedule and each employee shall move one step under the merit advancement until the employee reaches the maximum for each classification, except employees hired after July 1 of each year shall not be entitled to a step increase on January 1 of the following year.

D. The Village reserves the right in its discretion to grant an additional increase equivalent to a one-step increase to any bargaining unit employee who is deemed to have continuous exemplary service or performance over an extended period.

The Appendices referred to in this Section shall be considered a part of this Agreement.

### **Section 11.2. Pay Period.**

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



### **Section 11.3. Call-Back Pay.**

All employees are subject to be called to work any time during a twenty-four (24) hour period. In each department to stand by in order to respond to calls for assistance during off-duty hours.

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

### **Section 11.4. Pay Rates for Higher Skills.**

When an employee is temporarily designated by management in writing (*email is fine*) to temporarily fill and perform substantially all of the regular job responsibilities of an employee in higher pay (including duties normally performed by an employee outside the bargaining unit) for three (3) or more full working days in a workweek, the employee will be paid a five percent (5%) increase in their base rate of pay while serving in that role on a retroactive basis back to the first full day designated to replace the employee in the higher pay grade.

### **Section 11.5. Crew Leader.**

The Village, at its option, may assign certain technicians as Crew Leaders. If no Tech IIs accept the assignment, then the Village may assign Tech I's as Crew Leaders. This would include the additional responsibility of supervising part-time employees or other supervisory work beyond requirements of Tech II. The Parties agree that Crew Leaders shall be bargaining unit employees; the only exception is as to the waste water Crew Leader who held that position at the time of ratification of this successor CBA (but not his replacement). While assigned as Crew Leader, the employee will receive additional compensation of six percent (6%) above current pay rate to compensate for these additional responsibilities.

### **Section 11.6. Merit Step Increase.**

The union agrees to recognize that a step increase is a merit advancement based upon an employee's satisfactory performance as documented in a performance evaluation.

It is understood by the parties that if an employee is exhibiting unsatisfactory performance, the employee shall be given a minimum of 90 calendar days notice in advance of a scheduled merit step increase that the employee may not receive the step increase if his/her performance does not improve. The employee shall be given an explanation as to why their performance is considered unsatisfactory. The department head shall identify the performance deficiency and shall offer constructive suggestion(s) to aid the employee in resolving the problem. If work performance does not improve, the employee's step increase advancement may be withheld as documented by a performance evaluation. Performance shall be evaluated by the

department head responsible for the employee's day to day supervision most directly familiar with the quality and quantity of work and shall not be based solely upon an employee's discipline record for the evaluation time period in review.

The employee reserves the right to grieve the step withholding if there is evidence that management acted in an unreasonable, unfair, arbitrary or discriminatory manner.

An employee's step increase that has been withheld shall be reviewed within 180 days following the withholding and shall be granted release of the step if his/her performance is satisfactory.

**Section 11.7. On Call Stipend.**

- a. Effective upon ratification of this Agreement an employee designated as on call personnel shall receive a stipend of Eighty Five Dollars (\$85) per week (seven-day period Monday through Sunday) for serving in that capacity, whether the employee is called back to work or not.
- b. An employee who is called back to work while in On Call Capacity (confirmed in writing by email or text) shall receive pay as indicated Section 11.3 at the applicable rate.

**Section 11.8. Standby Stipend.**

- a. Effective upon ratification of this Agreement, an employee who is not designated to On Call Capacity but is designated by management in writing (email or text) to serve in "Standby Status" during the Winter Months (November 1 through March 30 each year) will receive a stipend equal to Twenty-Five Dollars (\$25) per day (24 hour period from start of Standby Status) for serving in that capacity.
- b. An employee who is called back to work while in Standby Status (confirmed in writing by email or text) shall receive pay as indicated in Section 11.3 at the applicable rate.

**ARTICLE XII  
OVERTIME**

**Section 12.1. Rate of Pay.**

One and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1. Weekly. All work performed, including paid leave or holidays, in excess of forty (40) hours in any work week.

2. Saturday Work. All work performed on Saturday, except as noted below.
3. Sunday Work. All work performed on Sunday, except as noted below.

The overtime rates specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days are part of their regular posted work schedules. These employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all work performed on the sixth (6th) day and/or seventh (7th) day of their regular work week.

Employees required to perform work on holidays, as defined in Section 9.1, shall be paid one and a half (1-1/2) times their regular hourly rate of pay, but compensation shall not be paid twice for the same holiday hours.

#### **Section 12.2. Distribution.**

The Village will attempt to offer equally on an annual basis overtime work to employees in the same job classification within each division. Employees will be required to work overtime as assigned.

Provided that all full and part time employees have worked 40 hours in a work week, the overtime opportunity will first be offered to full time regular employees before part time regular employees, for example:

A full-time employee #1 and full-time employee #2 have worked 40 hours in the workweek. The Employer has a business need for overtime work to be performed. The senior FT employee will be offered the overtime opportunity before the less senior FT employee and the Employer is permitted to utilize a PT laborer (at lower rate) to assist the FT employee during the overtime hours (when the employer determines that two FT employees are not needed to perform the available overtime work).

#### **Section 12.3. Advance Overtime Assignments.**

Where the Employer has notice of overtime needs which can be scheduled in advance, the Employer shall seek volunteers for the overtime among employees in the same job classification and division. If two or more employees volunteer for the overtime and can perform the work, the overtime shall be assigned to that employee having the lowest amount of accumulated overtime. For purposes of overtime accumulation, overtime offered but not worked by the employee shall be credited to the employee's overtime amount. If an employee has not received his share of overtime assignments for which he is qualified, he shall be given preference for future anticipated overtime until the imbalance is corrected.

## **ARTICLE XIII INSURANCE**

### **Section 13.1. Insurance Coverage.**

The Village shall continue to make available to full-time employees and their dependents group health and hospitalization insurance coverage and benefits. Further, the Village shall offer full-time employees the option of coverage under a Health Maintenance Organization (HMO) selected by the Village, which offers substantially the same health and hospitalization coverage and benefits as currently provided. The Village will continue to offer a group insurance indemnity plan.

### **Section 13.2. Cost.**

From ratification date through and including April 30, 2013, the Village will pay eighty-five (85%) percent of the cost of the premiums for full-time employees' individual health and hospitalization insurance. For dependent group health and hospitalization insurance, the Village will pay eighty-five (85%) percent of the cost of premiums. The aforementioned contributions are based on the cost of the insurance option utilized by the employee.

### **Section 13.3. Cost Containment.**

The Village reserves the right to institute cost containment measures relative to insurance coverage, so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures. Employees will be given advance notice of any such cost containment measures before they are instituted.

### **Section 13.4. Life Insurance.**

The Village shall provide to full-time employees, at no cost to the employee, life insurance coverage equal to the employee's annual base salary.

### **Section 13.5. Right to Change Insurance Carriers.**

The Village retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage as long as the level of benefits remains relatively equal. Before making any changes in deductibles, co-payments or any changes in benefits beyond the limitation set forth above, the Village must first negotiate with the Union.

### **Section 13.6. Terms of Insurance Policies to Govern.**

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes

concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The Failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any employee.

**Section 13.7. Dental Insurance.**

The Village shall make available to full-time employees and their dependents dental insurance coverage. The Village will pay 100% of the cost of premium for full-time employees' individual dental premium. Employee electing family dental coverage will pay 100% of the premium above the individual rate. The Village retains the right to select and change insurance carriers and institute cost containment measures. Employees will be given advance notice of any such cost containment measures before they are instituted.

**ARTICLE XIV  
DISCIPLINE AND DISCHARGE**

**Section 14.1. Discipline.**

The Village agrees with the tenets of proportional, progressive and corrective discipline. Disciplinary action or measures shall normally include only the following: oral reprimand; written reprimand; and suspension and discharge (notice to be given in writing). The Village shall not discipline any post-probationary employee without just cause.

Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. If the Employer has reason to reprimand the employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

**Section 14.2. Pre-Discipline Meetings.**

Prior to discharge or suspension the employee and the Union will be notified that it has been recommended that the employee be discharged or suspended. Prior to making a final decision on such serious disciplinary action, the Village normally shall meet with the employee involved and with a Union representative (if requested by the employee) to inform the employee of the reason(s) for the contemplated discharge or suspension and to listen to the employee's position. Such meeting will normally be held by the end of the next workday following notification to the employee and the Union that a discharge or suspension is being recommended. The Steward and employee will be given paid time off if the meeting is conducted on working time. The Village's failure to satisfy this pre-disciplinary meeting provision shall not in and of itself result



in a reversal of the Village's disciplinary action or cause the Village to pay back pay to the employee.

Nothing in this Agreement shall be deemed to alter or modify the Employer's normal reasons for dismissal or suspension as contained in its rules and regulations, which rules and regulations may be changed from time to time by the Village.

#### **Section 14.3. Discipline/Discharge Meetings.**

An employee subject to disciplinary action leading to suspension or dismissal shall have the right to request a hearing before the Village Manager or his designee. Such request shall be made in writing by the employee to the Village Manager within five (5) business days after notice of disciplinary action. The Village Manager or his designee shall hold such hearing as soon as possible thereafter and shall render his decision within fifteen (15) calendar days after receiving the request. The hearing will be informal in nature with the employee, Union representative, if specifically requested by the employee, and Department Head or his designee present. The Steward and employee will be given paid time off if the hearing is conducted on working time.

#### **Section 14.4. Right of Representation.**

Before conducting a disciplinary meeting as specified in Section 14.2 and Section 14.3, the employee may request that a Union representative be present. The employee may insist that a particular Union representative be present, provided that the selection of the Union representative does not unreasonably delay the meeting from moving forward and is not a party to either the discipline or investigation thereof. It is not the intent of the parties to convert such meetings into adversarial proceedings. The role of the Union representative is to assist the employee; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The Village retains the right to insist on hearing the employee's own account of the matter(s) under investigation uninterrupted by the Union representative; however, the Union representative shall have the right to privately confer with the employee at anytime during the meeting. This Section does not apply to meetings at which discipline is simply to be administered. The Union representative and the employee will be given paid time off if the meeting is conducted on working time.

#### **Section 14.5. Removal of Discipline**

An employee or his supervisor may request the removal from the employee's official personnel record oral or written reprimand for minor disciplinary action where the action was taken not less than twenty four (24) months prior where no disciplinary action of any kind has taken place during the intervening twenty four (24) months. Requests must be in writing to the Village Manager who shall determine whether the removal is granted.

**ARTICLE XV  
GRIEVANCE PROCEDURE**

**Section 15.1. Definition.**

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union against the Village that there has been an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

**Section 15.2. Procedure.**

The Village shall provide the Union with information related to the processing of grievances. A grievance filed against the Village shall be processed in the following manner:

- Step 1: Any employee and/or the Union who has a grievance shall submit a written grievance signed and dated by the employee to the employee's immediate supervisor who is not a member of the bargaining unit, specifically indicating that the employee and/or the Union is raising the matter as a grievance under this Agreement. The written grievance must specify the Section or Sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, a statement of facts on which the grievance is based and the specific relief requested. All grievances must be presented not later than ten (10) business days from the date of the occurrence or event first giving rise to the grievance, or within ten (10) business days after the employee or a Union representative, through the use of reasonable diligence, could have become aware of the occurrence or event first giving rise to the alleged grievance. The immediate supervisor shall render a written response to the grievant within five (5) business days after the grievance is presented.
- Step 2: If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the department head involved within ten (10) business days after receipt of the Step 1 answer; provided, however, that where the department head is the employee's immediate supervisor, the Union, shall proceed directly from Step 1 to Step 3 within ten (10) business days after receipt of the Step 1 answer. The grievance submitted at Step 2 shall be in writing and dated and signed by the Union representative. The written grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested. The department head or designee shall investigate the grievance and shall discuss the grievance within five (5) business days with the grievant and an authorized union representative at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the department head or designee shall provide a written answer to the grievant within five (5) business days following their meeting.

Step 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within ten (10) business days after receipt of the Village's answer in Step 2. Thereafter, the Village Manager or his designee and the department head or other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant, the Steward involved and an outside, non-employee representative of the Union within five (5) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager shall submit a written answer to the Union within five (5) business days following the meeting.

### **Section 15.3. Arbitration.**

If the grievance is not settled at Step 3 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration, as described below within twenty (20) business days after the Village's written answer is provided to the Union at Step 3.

- a. The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The parties shall alternately strike the names of one arbitrator, taking turns as to the first strike. The parties will utilize a coin toss method for selecting which party shall strike first.

The person remaining shall be the arbitrator.

- b. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- c. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- d. The arbitrator shall submit his/her recommendation in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- e. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- f. The fees and expenses of the arbitrator shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.



- g. The party requesting the presence of a court reporter shall bear the cost of the court reporter and transcripts unless the parties at hearing agree otherwise.

#### **Section 15.4. Limitations on Authority of Arbitrator.**

The arbitrator shall have no right to amend, modify, nullify, ignore add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Village and the Union, the arbitrator shall be empowered to determine the issue raised by the grievance. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator shall be without power to make a recommendation contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. No liability shall accrue against the Employer for a date more than ten (10) business days prior to the filing of the grievance. Also, in the case of a Union grievance where no employee is a party, the arbitrator shall have no authority to award back pay. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, shall be final and binding.

#### **Section 15.5. Employee Right to Self-Representation.**

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer at step 1 and having the grievance heard and settled without the intervention of the Union, provided that a Union representative is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of this Agreement.

#### **Section 15.6. Time Limit for Filing.**

No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence or event first giving rise to the grievance, or within ten (10) business days after the employee grievant or a Union representative, through the use of reasonable diligence, could have become aware of the occurrence or event first giving rise to the alleged grievance. For purposes of this Article, a "business day" is defined to include Mondays through Fridays only, excluding legal holidays.

If a grievance is not presented within the time limits set forth above, it shall be considered "withdrawn." If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof or hold a grievance meeting within the specified time limits, the aggrieved employee and/or the Union may elect to treat the

grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

**Section 15.7. Advanced Step Grievance Filing.**

Upon written mutual agreement between the grievant and the Village Manager, the first and/or second steps of the grievance procedure may be bypassed. Emails shall be acceptable. Such written mutual agreement shall not in any way be construed as a waiver of the time limits for the filing and processing of a grievance.

**Section 15.8. Time Off.**

The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances, subject to Section 2.7. Witnesses also will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation.

No employee or Union Representative shall leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited, and such arrangements shall not be unreasonably denied. Excessive or chronic requests for time off under this Section is one example of reasonable grounds for denial.

**ARTICLE XVI  
GENERAL PROVISIONS**

**Section 16.1. Gender.**

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

**Section 16.2. Ratification and Amendment.**

This Agreement shall become effective when ratified by the Village Trustees and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

**Section 16.3. Outside Employment.**

Employees shall file and keep current with the Village Manager a written record of their outside employment, including self-employment, and addresses and telephone numbers where they can be contacted if necessary. Employees shall notify the Village Manager prior to accepting such outside employment including self-employment. Employees may not hold outside jobs, including self employment which will result in a conflict of interest or infringe on their ability to do their job for the Village as determined by the Village Manager. This section does not relieve

an employee's responsibility to work outside their regularly scheduled hours or overtime hours as may be required by the Village.

#### **Section 16.4. Work Rules.**

The Village may adopt, change or modify work rules. The Village does not intend to be arbitrary or capricious in its application of said rules. Whenever the Village changes work rules or issues new work rules, the Union will be given at least ten (10) work days prior notice, absent emergency, in order that the Union can discuss said rules or changes with the Village before they become effective, if the Union local president or staff representative so requests. In addition, copies of new or modified work rules, if written, will be posted by the Employer or given to affected employees before such rules take effect, with a copy given to the Union. Employees may not be disciplined for violation of new or modified work rules until the effective date of such rules.

#### **Section 16.5. Uniforms and Protective Clothing.**

Employees who are required to wear prescribed items of uniform clothing shall be issued same, as necessary, but shall be required to clean and maintain such items properly and will be responsible for their return in good condition, less normal depreciation and destruction in the course of employment. The uniforms of mechanics and coveralls of other employees shall be cleaned by the Village. Employees shall wear their uniforms as instructed by the Employer. The Village shall give reasonable consideration to allowing AFSCME bargaining unit personnel to wear shorts to work during the hot summer-like season.

#### **Section 16.6. Health, Safety and Sanitation.**

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

If an employee has justifiable reason to believe that his safety and health are in imminent danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall immediately inform his supervisor who is not a member of the bargaining unit (or the supervisor's next highest superior who is available if the supervisor cannot be promptly contacted), who shall have the responsibility to determine what action, if any, should be taken including whether or not the job should be shut down. The employee shall not be required to perform the alleged unsafe work or use the alleged unsafe equipment unless he is directed to do so by supervision. He shall, however, perform other available work while awaiting instructions from supervision.

A grievance involving an alleged violation of this Section may be submitted in writing directly to Step 2 of the grievance procedure and a grievance meeting shall be promptly scheduled.

#### **Section 16.7. Labor Management.**

Representatives of the Union, not to exceed four (4) in number, and up to an equal number of representatives of the Village, shall meet quarterly upon request at mutually agreed-upon times to discuss matters of mutual concern relating to the interpretation, application or administration of this Agreement, existing work rules or issues of safety and health. More frequent meetings may be held upon mutual agreement. The Union shall prepare and submit a proposed agenda to the Village one (1) week prior to the scheduled meeting. Attendance at such meetings shall not be considered as time worked for the employees involved.

#### **Section 16.8. Safety Meetings.**

The Village may agree to or call safety meetings at its discretion. Employees shall be compensated for those meetings occurring during the work day.

A request by the Union for a meeting must be accompanied by a complete agenda for the proposed meeting.

#### **Section 16.9. Job Related Training and Education Programs.**

When a full-time employee is enrolled upon the written request or permission of their Department Head in an accredited university, college or adult education program, the following tuition reimbursement plan shall apply. If the educational institution has not received accreditation, the Village Manager may recognize the institution for the benefits below.

If the individual is taking a course or courses upon the written recommendation of the Department Head or his designee and if it is approved for reimbursement by the Village Manager, the Village shall, upon receiving a payment receipt, reimburse the employee one hundred percent (100%) contingent upon a grade of "C" or better (or a "pass" in pass-fail courses). Reimbursement will be based on the equivalent public school rate for the region. There shall be no reimbursement for grades below "C." The Village shall also pay one-hundred percent (100%) of the cost for all books required for such course work contingent upon the employee receiving a grade of "C" or better. Any employee who receives tuition reimbursement from the Village must remain employed by the Village for a period of one (1) year after the date of reimbursement. An employee who elects to terminate his/her employment with the Village within one (1) year of the end of the semester will be required to pay the Village for the tuition reimbursement. Such payments may be deducted from final paychecks or other monies owed to the employee by the Village.

#### **Section 16.10. Voting Time.**

At the employee's request, the Village will grant up to two (2) hours off (as needed) for voting in general elections provided (1) the employee show proof of voter registration; (2) the hours for voting give him insufficient time to vote outside of his working hours; and (3) the employee promptly produces proof that he in fact voted on the day in question. The request

must be made at least forty-eight (48) hours prior to the desired time off, and arrangements for time off must be made with the employee's supervisor.

#### **Section 16.11. Drug Testing.**

The Village may require an employee to submit immediately to a urine, breathalyzer, hair test and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use. The requirement to submit to such tests shall be held strictly confidential. The Village shall on request provide an employee who is ordered to submit to any such test with a written statement of the basis for the Village's reasonable suspicion within forty-eight (48) hours of the time the test is administered. There shall be no random or unit-wide mandatory testing, except as required by law or indicated herein, except the Village may randomly test an individual employee four (4) times during the twelve (12) months following a positive test result and/or for twelve (12) months following completion of an alcohol/substance abuse treatment program, excluding those employees having voluntarily submitted for assistance. The Village also reserves the right to require a drug/alcohol test of all applicants seeking to be hired into the bargaining unit.

The Village shall use laboratories which meet the accreditation requirements of the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding, a GC/MS (gas chromatography mass spectrometry) confirmatory test or scientifically equivalent test shall be conducted. An initial positive screening test shall not be submitted to the Village; only GC/MS confirmatory test results or scientifically equivalent test will be reported to the Village. If the Village, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Within two (2) days of receipt, the Village shall provide an employee with a copy of any test results which the Village received with respect to such employee. The Village shall be liable for the costs of any tests conducted at the Village's direction. Test results will be confidential and use of these results shall be only for purposes established by this contract.

A portion of the test sample, if positive, shall be retained by the laboratory for six (6) months so that the employee may arrange for another confirmatory test (GC/MS) or scientifically equivalent test to be conducted by a laboratory that meets the accreditation requirements of the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing of the employee's choosing and at the employer's expense, if the test is negative and at the employee's expense if it is positive. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the Village shall not be responsible for monitoring the proper chain of custody for said portion of the tested sample.

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:



Initial Test Level

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below.

Confirmatory Test Level

Marijuana metabolites*	15 ng/ml
Cocaine metabolites**	150 ng/ml

Opiates:

Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml

Amphetamines:

Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

\* Delta-9-tetrahydrocannabinol-9-carboxylic acid

\*\* Benzoyllecgonine

Any tests for other prescription or illegal drugs shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the Village in accordance with NIDA standards, if any. The Village will advise the Union reasonably in advance of such drug screening when possible.

The use of illegal drugs at any time (on the job) or the sale, purchase, or delivery of illegal drugs at any time (on or off the job) while employed by the Village, abuse of prescribed drugs, consumption or possession of alcohol while on duty, or being under the influence of illegal drugs or alcohol while on duty (which shall be defined as a blood alcohol level of more than .04%) shall be cause for discipline, up to and including termination pursuant to Article 14. (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results between .02% and .04% (blood alcohol level) demonstrate that the employee was or would be unable to properly perform his or her job duties, but the Village shall bear the burden of proof in such cases.) The Village recognizes there may be situations in which an employee tests positive for illegal drugs or alcohol but disciplinary action would not be in the best interest of the



employee or the Village and instead an employee may be placed on rehabilitation in those situations.

Voluntary requests for assistance with drug and/or alcohol problems (i.e. where no test has previously been given or ordered pursuant to the foregoing provisions) shall be held strictly confidential. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program and/or for other conduct subject to discipline even though it may have been caused by drug or alcohol use). The Village's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the Village's medical insurance plan in which the employee is enrolled. An employee will be allowed to (or may be required to by Village) use all accrued sick leave, vacation and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off.

Certain employees covered by this agreement are required by Federal Law to submit to drug testing, including random testing. The Village shall adopt random drug testing policies which are in compliance with Federal and State regulation. The Village's compliance with these policies, as they may be changed from time to time, shall be subject to the grievance procedure.

#### **Section 16.12. Fitness Examinations.**

If there is any question concerning an employee's fitness for duty, the Village may require, at its expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. The Village may also require all employees to take a complete exam once a year. Also, the employee may obtain a second opinion from a physician of his choice at the Village's expense. If the second opinion is different from the first physician, then a third opinion shall be obtained from a physician of mutual choice by the Village and employee. The third opinion will be paid for by the Village. If two thirds (2/3) of the physicians determine that an employee is not fit to perform his assigned duty, the employee shall be eligible to return to sick leave, worker's compensation leave or to go on an unpaid leave of absence, or retire, as applicable under the circumstances. The employer shall make reasonable efforts to reassign employees to available full time job openings when an employee is determined to be unfit to perform his regularly assigned duties. Such reassignment may include light duty and alternative assignments, if available.

#### **Section 16.13. Commercial Driver's License.**

1. Employees will be given a reasonable amount of time with pay during the work day to receive training and to study for the commercial driver license (CDL) examination.
2. Employees will be given time off with pay to take such examination.
3. The Employer will provide the employees use of an appropriate Village vehicle if a road test is required.

4. Employees who are employed in job classifications and position assignments which require a commercial driver's license (CDL), as determined by the Village, must obtain and continuously maintain a CDL as a condition of continued employment in such job classification/position assignment. In the event an employee fails to continuously maintain a CDL, he may either elect to be reassigned to an equivalent or lower rated job classification, if available and the employee is qualified, or accept a layoff in lieu of such reassignment (the layoff would be an exception to the normal order of layoff as established in Section 6.8 of this Agreement). In the event of a layoff as the result of a failure to obtain or continuously maintain a CDL, the employee so laid off shall be subject to recall as provided in Section 6.8.
5. The Employer shall reimburse the Employee for the cost of the CDL minus the cost of the Employee's regular license. If the Employee voluntarily leaves employment within one year of this reimbursement the Employee shall repay the Employer the same cost.

## **ARTICLE XVII**

### **NO STRIKE - NO LOCKOUT**

#### **Section 17.1. No Strike.**

Neither the Union nor any officers, agents or employees will authorize, instigate, promote, sponsor, aid, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, sit down, stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, picketing or any other intentional interruption of the operations of the Village, regardless of the reason for so doing. Any violation of this Section shall be just cause for discipline, up to and including discharge. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

#### **Section 17.2. No Lockout.**

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is not violation of Section 17.1 (No Strike).

#### **Section 17.3. Union Official Responsibility.**

Each employee who holds the position of officer or steward or committeeman of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of Section 17.1 of this Article the Union agrees to inform its members of their obligations under this Agreement, to direct them to return to work and to cooperate with the Village in urging employees to return to work.

#### **Section 17.4. Judicial Restraint.**

Nothing contained herein shall preclude the Village from obtaining a temporary restraining order, damages and other judicial relief in the event the Union or any employees covered by this Agreement violate this Article.

#### **ARTICLE XVIII SAVINGS CLAUSE**

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

#### **ARTICLE XIX ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term.

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

#### **ARTICLE XX TERMINATION**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of December 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and effect during the period of negotiations and until termination of this Agreement after proper notice is provided in the manner set forth in the following paragraph.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this July 6, 2022, 2022.

**FOR THE UNION**

Sam Houser  
John Jackson  
Editha Delgado Powers

**FOR THE VILLAGE OF BENSENVILLE**

Joseph M. Caracci  
M. Keizer  
Julie A. McManis  
[Signature]

# APPENDIX A

## AFSCME SALARY SCHEDULE 2022-2025

### FISCAL YEAR 2022 (3.25% Increase)

PAY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K
1	38,520.75	39,766.36	41,010.20	42,250.53	43,492.63	44,736.48	45,975.06	47,217.15	48,464.53	49,918.45	51,416.00
2	41,684.82	43,030.58	44,372.81	45,720.31	47,062.55	48,410.05	49,754.05	51,099.80	52,443.79	54,017.11	55,637.63
3	45,035.15	46,488.06	47,939.23	49,395.66	50,850.33	52,303.25	53,754.40	55,212.59	56,663.75	58,363.67	60,114.58
4	47,879.48	49,422.01	50,964.52	52,508.80	54,053.07	55,599.10	57,143.36	58,684.14	60,231.92	62,038.88	63,900.04
5	52,865.45	54,750.54	56,632.13	58,517.23	60,402.33	62,285.68	64,167.27	66,054.12	67,937.46	69,975.60	72,074.87
5W	55,411.60	57,296.70	59,178.30	61,063.39	62,948.50	64,831.84	66,713.43	68,600.28	70,483.62	72,598.14	74,776.09
6	56,458.20	58,480.34	60,502.48	62,521.11	64,539.72	66,563.62	68,582.23	70,600.86	72,619.48	74,798.06	77,042.00
7	59,599.44	61,737.54	63,879.13	66,017.23	68,158.84	70,295.17	72,436.76	74,578.37	76,719.97	79,021.57	81,392.22
7W	62,145.61	64,283.71	66,425.30	68,563.40	70,705.00	72,841.34	74,982.93	77,124.53	79,266.14	81,644.12	84,093.45

### FISCAL YEAR 2023 (2.75% Increase)

PAY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K
1	39,580.07	40,859.93	42,137.98	43,412.42	44,688.67	45,966.73	47,239.37	48,515.63	49,797.30	51,291.21	52,829.94
2	42,831.16	44,213.92	45,593.07	46,977.62	48,356.77	49,741.33	51,122.28	52,505.04	53,886.00	55,502.58	57,167.66
3	46,273.62	47,766.49	49,257.56	50,754.04	52,248.71	53,741.59	55,232.64	56,730.93	58,222.01	59,968.67	61,767.73
4	49,196.17	50,781.11	52,366.04	53,952.79	55,539.53	57,128.08	58,714.80	60,297.95	61,888.30	63,744.95	65,657.29
5	54,319.25	56,256.18	58,189.51	60,126.45	62,063.40	63,998.53	65,931.87	67,870.60	69,805.74	71,899.93	74,056.93
5W	56,935.42	58,872.36	60,805.70	62,742.64	64,679.58	66,614.72	68,548.05	70,486.79	72,421.92	74,594.59	76,832.43
6	58,010.81	60,088.54	62,166.29	64,240.44	66,314.56	68,394.12	70,468.24	72,542.39	74,616.52	76,855.00	79,160.66
7	61,238.43	63,435.32	65,635.81	67,832.71	70,033.20	72,228.29	74,428.77	76,629.28	78,829.77	81,194.67	83,630.51
7W	63,854.61	66,051.51	68,251.99	70,448.89	72,649.39	74,844.47	77,044.96	79,245.45	81,445.96	83,889.34	86,406.02

### FISCAL YEAR 2024 (2.5% Increase)

PAY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K
1	40,569.57	41,881.43	43,191.43	44,497.73	45,805.89	47,115.90	48,420.36	49,728.52	51,042.23	52,573.49	54,150.69
2	43,901.93	45,319.27	46,732.89	48,152.06	49,565.69	50,984.86	52,400.34	53,817.67	55,233.15	56,890.14	58,596.85
3	47,430.46	48,960.65	50,489.00	52,022.89	53,554.93	55,085.13	56,613.46	58,149.21	59,677.56	61,467.89	63,311.92
4	50,426.07	52,050.64	53,675.20	55,301.61	56,928.02	58,556.28	60,182.67	61,805.40	63,435.51	65,338.57	67,298.72
5	55,677.23	57,662.59	59,644.25	61,629.61	63,614.98	65,598.50	67,580.17	69,567.37	71,550.88	73,697.43	75,908.35
5W	58,358.81	60,344.17	62,325.84	64,311.20	66,296.57	68,280.09	70,261.75	72,248.96	74,232.47	76,459.46	78,753.24
6	59,461.08	61,590.76	63,720.45	65,846.45	67,972.42	70,103.98	72,229.95	74,355.95	76,481.93	78,776.38	81,139.67
7	62,769.39	65,021.21	67,276.70	69,528.53	71,784.03	74,034.00	76,289.49	78,545.01	80,800.52	83,224.53	85,721.27
7W	65,450.98	67,702.80	69,958.29	72,210.12	74,465.62	76,715.59	78,971.08	81,226.59	83,482.11	85,986.57	88,566.17

### FISCAL YEAR 2025 (2.25% Increase)

PAY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K
1	41,482.39	42,823.76	44,163.23	45,498.93	46,836.52	48,176.01	49,509.81	50,847.41	52,190.69	53,756.39	55,369.08
2	44,889.73	46,338.96	47,784.38	49,235.48	50,680.91	52,132.02	53,579.35	55,028.57	56,475.89	58,170.17	59,915.28
3	48,497.64	50,062.26	51,625.00	53,193.40	54,759.91	56,324.54	57,887.26	59,457.56	61,020.30	62,850.92	64,736.44
4	51,560.66	53,221.78	54,882.89	56,545.90	58,208.90	59,873.80	61,536.78	63,196.02	64,862.80	66,808.69	68,812.95
5	56,929.96	58,960.00	60,986.25	63,016.28	65,046.32	67,074.46	69,100.72	71,132.63	73,160.78	75,355.62	77,616.29
5W	59,671.88	61,701.91	63,728.17	65,758.20	67,788.25	69,816.39	71,842.64	73,874.56	75,902.70	78,179.79	80,525.19
6	60,798.95	62,976.55	65,154.16	67,327.99	69,501.80	71,681.32	73,855.12	76,028.96	78,202.78	80,548.85	82,965.31
7	64,181.70	66,484.19	68,790.43	71,092.92	73,399.17	75,699.76	78,006.01	80,312.27	82,618.53	85,097.08	87,650.00
7W	66,923.62	69,226.11	71,532.36	73,834.84	76,141.10	78,441.69	80,747.93	83,054.19	85,360.46	87,921.27	90,558.91

**APPENDIX B**  
**2022 — 2025**

**JOB CLASSIFICATION AND PAY GRADE PLAN FOR FULL TIME EMPLOYEES**

**PAY GRADE CLASSIFICATION**

1. Clerk
2. Custodian  
Records Clerk
3. Account Clerk I  
Secretary I  
Utility Billing Assistant Clerk
4. Account Clerk II  
Secretary II  
Billing Clerk
5. Public Works Technician I  
Mechanic I  
Engineering Technician I  
Code/Ordinance Enforcement Officer I
6. Engineering Technician II  
Youth and Family Services Counselor II  
Code/Ordinance Enforcement Officer II  
Special Clerical Assistant
7. Public Works Technician II  
Mechanic II  
Non-professional Building Inspector