AGREEMENT
BETWEEN

VILLAGE OF BLOOMINGDALE
and
THE SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 73

Effective
May 1, 2014 -- April 30, 2019
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ARTICLE 1
PREAMBLE

THIS AGREEMENT is entered into by and between the VILLAGE OF BLOOMINGDALE, an Illinois municipal corporation (herein referred to as the “Employer”) and the Service Employees International Union Local 73 (hereinafter referred to as the “Union”), on behalf of, and as exclusive bargaining agent. The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employee wages, hours and working conditions. In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 2
RECOGNITION

Section 2.1. Recognition. The Village recognizes the Union as the sole and exclusive collective bargaining representative for all regular, full-time Secretaries and Executive Secretaries (hereinafter referred to as” employees”) but excluding all other employees including supervisors, managers, confidential employees and guards as defined by the Act and employees in the title of Executive Secretary/Deputy Clerk.

Section 2.2. Unit Union. For purposes of this Agreement, the term “Unit Union” shall refer to the Union’s duly elected President, Vice President, Secretary and Treasurer, who shall be elected by the membership to a three (3) year term. The Union shall provide written notice to the Village Administrator of the names of the duly elected union officers and promptly provide written notice to the Village Administrator of any change in the Union officers.

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

Section 2.4. Seniority. Seniority for the purpose of this Agreement shall be defined as an employee’s length of continuous full-time service with the Village since the employee’s last date of hire. Seniority shall not include periods of unpaid time (e.g., layoff, suspension, leave) unless otherwise mandated by law.

Section 2.5. Seniority List. The Employer shall prepare a list setting forth the present seniority dates for all employees covered by this Agreement. The list shall become effective on or after the date of execution of this Agreement. Such list (attached to this Agreement as Appendix A) shall resolve all questions of seniority affecting employees covered under this Agreement. The seniority list shall be updated and posted annually on May 1 of each year. Thereafter, any objections as to the accuracy of such updated list must be made, in writing, to the Village Administrator within ten (10) calendar days of the posting. The Employer shall not be responsible for any errors in the seniority list not objected to within ten (10) calendar days of the posting.
Section 2.6. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

a) quits;
b) is discharged;
c) retires;
d) falsifies the reason for a leave of absence;
e) fails to report for work immediately after the conclusion of an authorized leave of absence, absent extenuating circumstances satisfactory to the Village;
f) is laid off and fails to notify the Village of his intent to return to work within seven (7) business days after receiving notification of recall or fails to return to work within fourteen (14) calendar days after the Village mailed his notice of recall;
g) is laid off for a period in excess of two (2) years;
h) does not perform work for the Village (except for military service) for a period in excess of one year, except as otherwise provided by law;
i) is absent for three (3) or more consecutive working days without notifying the Village, absent extenuating circumstances satisfactory to the Village.

ARTICLE 3
NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Union shall unlawfully discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, disability, national origin, Union membership or lack thereof. Other than Union membership or non-membership, any dispute concerning the interpretation and application of this Paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement. Grievances alleging discrimination because of Union membership or lack thereof shall not be subject to arbitration under this Agreement.

ARTICLE 4
DUES DEDUCTION

Section 4.1. Dues Deduction. While this Agreement is in effect, the Village will deduct from each employee’s paycheck once each pay period the uniform regular union dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective checkoff authorization form. The Village will honor all executed checkoff authorization forms received not later than ten (10) working days prior to the next deduction date.
The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days advance notice of any change in the amount of the uniform dues to be deducted.

Total deductions collected for each calendar month shall be remitted by the Village to an address provided by the Union not later than thirty (30) days from when the deduction was made. The Union agrees to refund employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

Dues shall be withheld and remitted to the Union unless or until such time as the Village receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action will discharge the Village's only responsibility with regard to such cases.

Section 4.2. Fair Share. Any present employee who is not a member of the Union shall be required to pay a Fair Share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required by members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their employment, also be required to pay a Fair Share as defined above.

With respect to any employee on whose behalf the Employer has not received a written authorization as provided for in Section 4.1, the Employer shall deduct from the wages of the employee the Fair Share financial obligation, and shall forward said amount to the Union within thirty (30) days from when the deduction is made, subject only to the following:

a) The Union has certified to the Employer that the affected employee has been delinquent in his obligations for at least thirty (30) days;

b) The Union has certified to the Village that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of his obligation pursuant to this Article and of the manner in which the Union has calculated the Fair Share fee, and that the employee has been notified that a Fair Share deduction will be made; and

c) The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator selected from a panel of five (5) arbitrators from the F.M.C.S. Arbitration Service for the purpose of determining and resolving any
objections the employee may have to the Fair Share fee. The employee shall have the right to strike first on panel selection.

Section 4.3. **Indemnification.** The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that may arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article. If an improper deduction is made or transmitted to the Union, the Union shall refund any such amount directly to the involved employee with notification to the Village.

**ARTICLE 5**

**MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, including, but not limited to, the following: to determine the number and location of facilities/offices and equipment for such facilities/offices; to determine the duties, responsibilities and work assignments of any position or job classification; to create and eliminate job classifications as needed to meet the operations, services and missions of the Employer; to plan, direct, control and determine the budget and all the operations, services and missions of the Employer and its Departments; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish specialty positions and to select personnel for such positions; to establish work, dress (appropriate to job duties and assignment) and appearance, and productivity standards, and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce various reasonable rules and regulations, orders, including personnel policies and manuals and any subsequent amendments to those policies and procedures, safety rules, policies and procedures; to evaluate employees; to assign merit raises based upon performance; to establish performance standards for employees; to discipline, demote, suspend, and discharge non-probationary employees for just cause, and layoff employees; to change or eliminate existing methods, equipment, uniforms, or facilities or introduce new ones; to institute advanced technology systems as such become available; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine staffing levels, assign, transfer, hire and promote employees; to determine internal investigation procedures; to use non-bargaining unit employees as the Village determines appropriate; to take any and all actions as may be necessary to carry out the mission of the Village and its Departments in the event of an emergency (ice storm, heavy snow, etc.) or civil emergency as may be declared by the Village President or his authorized designee (who will have the sole discretion to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes), which actions may include the temporary suspension of the provisions of this Agreement, provided that wage rates and monetary benefits shall not be affected or suspended;
to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

The exercise of the foregoing rights and responsibilities by the Village and 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 only to the extent such terms are in conformance with the Constitution and laws of the State of Illinois and the United States.

ARTICLE 6
NO STRIKE – NO LOCKOUT

Section 6.1. No Strike. During the term of this Agreement, neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, stoppage of work, refusal to perform overtime, work-to-the-rule situation, mass absenteeism, refusal to cross a picket line, picketing for or against the Village, or in a Village uniform or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing.

Section 6.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 6.3. Judicial Restraint. Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 6.4. Discipline of Strikers. Any employee who violates the provisions of Section 1 of this Article may be subject to immediate discipline or discharge.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1. Definition. A “grievance” is defined as a dispute or difference of opinion raised by an affected employee against the Village involving an alleged violation or misapplication of an express provision of this Agreement. Any aggrieved employee shall have the right to file a grievance on his own behalf. The Union may only file a grievance when the dispute or difference of opinion directly affects two (2) or more employees.

Section 7.2. Time Limits. A grievance not submitted within the time limits shall be deemed waived. If any grievance is not appealed by the employee to the next step of the grievance procedure outlined hereafter within the specified time limit, the employee shall be considered settled on the basis of the Employer’s last answer. If the Employer does not answer a grievance within the specified time limit, the employee shall consider it denied and may process it to the next step of the grievance procedure.

In all steps of the grievance procedure, an extension of time to appeal or answer a grievance may be agreed upon in writing by the parties.
As used herein, "business days" shall mean those days on which the Village administrative offices are open to the public.

Section 7.3. Informal Discussion. The employee shall first attempt to resolve a dispute orally with his immediate non-bargaining unit supervisor and only after such attempt is made, upon failure, file a formal grievance as set forth in Section 9.4 below.

Section 7.4. Procedure. A grievance filed against the Village shall be processed in the following manner:

Step 1: Any employee (or the Union, if a Union grievance) who has a grievance shall submit the grievance in writing to the employee’s immediate supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of all facts which support the grievance and are known to the grievant at the time of filing, the provision or provisions of this Agreement which are alleged to have been violated, a specific statement of how or in what manner the particular provision or provisions have been violated and the relief requested. Contractual violations not alleged in the originally filed grievance shall be barred from consideration during the pendency of the grievance. All grievances must be presented to the employee’s immediate supervisor no later than seven (7) business days from the date of the first occurrence of the matter giving rise to the grievance. The immediate supervisor shall render a written response to the employee within seven (7) business days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1, the employee (or the Union, if a Union grievance) may appeal the grievance to the Department Head or his designee within seven (7) business days after receipt of the Village’s answer in Step 1. The grievance shall be signed by the employee(s) (and Union representative, if a Union grievance), specifically state the basis upon which the employee believes the grievance was improperly denied at the previous Step in the grievance procedure. The Department Head shall investigate the grievance and, in the course of such investigation, may offer to discuss the grievance within ten (10) business days with the employee and an authorized Union representative, if one is requested by the employee (or if it is a Union grievance), at a time established by the Department Head. If no settlement of the grievance is reached, the Department Head shall provide a written answer to the employee within seven (7) business days following their meeting.

Step 3: If the grievance is not settled at Step 2, the employee (or the Union, if a Union grievance) may appeal the grievance to Step 3 of the grievance procedure. The appealed grievance shall be signed by the employee (and Union representative, if a Union grievance) and submitted to the Village Administrator within seven (7) business days after receipt of the Village’s answer in Step 2. The grievance shall specifically state the basis upon which the employee believes the grievance was improperly denied at the previous Step in the grievance procedure. The Village Administrator or his designee shall investigate the grievance and, in the course of such investigation shall offer to discuss the grievance within ten (10) business days with the employee and an authorized Union representative, if one is requested by the employee (or, if it is a Union grievance), at a
time mutually agreeable to the parties. If no settlement of the grievance is reached, the Village Administrator or his designee shall provide a written answer to the employee with a copy to the Union within ten (10) business days following their meeting.

Section 7.5. Arbitration. If the grievance is not settled at Step 3 of the grievance procedure, and the Union, along with the Village, agree to take the grievance to binding arbitration, the Union may refer the grievance to arbitration as described below within fifteen (15) business days of receipt of the Village’s written answer at Step 3.

a) When the grievance is appealed to arbitration, the representatives of the Employer and the Union shall meet to select an Arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) business days after the meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The arbitrator shall be a member of the National Academy of Arbitrators from Illinois, Indiana or Wisconsin. The parties shall alternately strike the name of one (1) arbitrator, with the party requesting arbitration taking the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names shall have the right to reject one (1) panel of arbitrators. The party rejecting the panel shall bear the cost of selecting a second panel. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

b) Both parties shall have the right to request the arbitrator to require the presence of witnesses and/or documents.

c) The arbitrator shall issue his decision not later than thirty (30) calendar days from the date of closing of any hearing or the submission of briefs, whichever is later, or if no hearing is required, then from the date when the final grievance documents are submitted to him.

d) The cost of the arbitrator’s fees and expenses and the cost of a court reporter, and transcript, if any, shall be borne equally by the Union and the Village. Each party shall be responsible for compensating its own representatives and witnesses.

e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

Section 7.6. Limitation on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which
is contrary to or inconsistent with, in any way, applicable laws, rules and regulations of
deportment of administrative bodies that have the force and effect of law, and applicable court decisions. The
arbitrator shall not in any way limit or interfere with the power, duties and responsibilities of the
Village under law and applicable court decisions. Any decision or award of the arbitrator
rendered within the limitations of this Section shall be final and binding upon the Village, the
Union and the employees covered by this Agreement.

Section 7.7. Settlements. Any settlement of a grievance shall be in writing and
executed by the parties. Such settlements shall be final and binding upon the parties only as to
those matters within the scope of the grievance.

Section 7.8. Good-Faith Requirement. The parties expressly covenant that the
procedures set forth in this Article 9 shall be used for good-faith efforts to resolve bona fide
disputes over the terms and conditions of employment set forth in this Agreement, and that the
grievance procedures shall not be used for the purposes of filing frivolous grievances or other
harassing or vexatious conduct.

Section 7.9. Union Activity During Work Hours. It is understood that Union activity
should take place during non-working hours; however, when that is not possible Union activities
within Village facilities shall be restricted to administering this Agreement. Stewards/employees
shall ask for and obtain permission from his/her supervisor before leaving his/her job in order to
conduct Union business. More specifically, an employee required to act as a Union
representative in a grievance meeting scheduled by the Village and the Union during said
employee’s regularly scheduled working hours shall not suffer a loss of regular straight time pay
for attending the meeting. The Union must, however, provide the Village with reasonable
advance notice of who needs to be released for such grievance meetings so that the meetings can
be scheduled in such a way to avoid interference with the work of the Village.

In addition, an employee who is being questioned as part of an investigatory interview
(that the employee reasonably believes may lead to disciplinary action) during the employee’s
regularly scheduled working hours and a Union steward, if requested by the employee, who is
representing the employee at the investigatory interview scheduled during the steward’s
regularly scheduled work hours, shall be released from work without loss of regular straight time
pay. Such interview will be delayed for a reasonable period of time if a steward is not
immediately available.

No employee attending a grievance meeting or steward/representative attending any of
the above meetings shall be paid for attending such meetings in his representational capacity
outside of his scheduled working hours. The Union recognizes the essential need to minimize
lost work time and to avoid interference with the work of the Village. All other time spent on
Union activities shall be considered non-work time, except as otherwise provided within this
Agreement.
ARTICLE 8
LABOR-MANAGEMENT MEETINGS

Section 8.1. Meeting Request. The Union and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings be held if mutually agreed upon between the Union and the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to: (a) discussion on the implementation and general administration of this Agreement; (b) a sharing of general information of interest to the parties; and (c) safety issues.

Section 8.2. Content. It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances which are being processed under the grievance procedure shall not be considered at a "labor-management conferences." Further, the parties shall not conduct negotiations for the purpose of altering any or all of the terms of this Agreement at such conferences.

Section 8.3. Attendance. Attendance at labor-management conferences shall be voluntary on the employee’s part. No more than three (3) persons from each side (the employees representing the Union shall be from different departments) shall attend these conferences, unless otherwise permitted, unless otherwise agreed. Attendance at such conferences shall not interfere with required duty time, and attendance, if during duty time unless otherwise determined by the Employer, is permitted only upon prior approval of the employee’s immediate non-bargaining unit supervisor. The Village in its sole discretion shall determine its representatives at such meetings.

ARTICLE 9
LAYOFF AND RECALL

Section 9.1. Layoff. The Village in its sole discretion shall determine whether layoffs are necessary and determine which positions or classifications will be subject to layoff. If the Employer in its discretion determines that a layoff of an employee or employees within a position classification covered by this Agreement is necessary, the Employer will normally consider skill, ability, performance and seniority when deciding which employee or employees to layoff.

Section 9.2. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. 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 fully qualified to perform the work to which they are recalled without further training. Provided, however, if the Village has implemented a new system or program, the fact that an employee needs minimal training to orient the employee with the new system or program, will not render the employee unqualified. Employees who are eligible for recall shall be given fifteen (15) calendar days’ notice of recall commencing upon the date of delivery of the recall notice at the employee’s last address on file with the Village. The employee must notify the Village Administrator or his designee of his intention to return to work within seven (7) calendar days after receiving notice of recall.
Employees shall be given the rate of pay that is current at the time of recall and all seniority accumulated prior to the layoff shall be reinstated. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Village Administrator or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 9.3. Effects of Layoff. During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

1. An employee shall be paid for any earned but unused vacation days.

2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage. Employees rights and benefits under this Section are subject to the terms and conditions of the applicable insurance policy or plan. This benefit shall run concurrently with any benefits under COBRA.

3. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.

ARTICLE 10
EMPLOYEE SECURITY

Section 10.1. Review of Personnel File. If an employee wishes to review his personnel file during the regular working hours of the employee, the employee will make a request both to the Human Resources Director and the employee’s Department Director to do so. Said review and release from work for such review is subject to the advance approval of both Directors.

ARTICLE 11
HOURS OF WORK AND OVER TIME

Section 11.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle or preclude the Village from restructuring the normal work day, work week, work cycle or work schedule, unless specifically addressed elsewhere in the Agreement.

Section 11.2. Regular Work Week and Work Day. The regular work week for employees shall be forty (40) hours of work in the Village’s payroll week. The regular work week shall normally include five (5) eight (8) hour days of work.

Section 11.3. Break/Meal Period. All employees scheduled to work an 8 hour day shall receive paid breaks in accordance with the current departmental practices and a half hour unpaid lunch (in addition to the normal work day). The time of the lunch and breaks shall be subject to the prior approval of the employee’s non-bargaining unit supervisor. Breaks may only be
combined with the lunch period, or occasionally used to leave early, with the prior written approval of the non-bargaining unit supervisor. Failure to abide by the meal and break period requirements may subject an employee to disciplinary action and/or result in an adverse employment evaluation. The supervisor shall ensure adequate coverage during all lunches and breaks. The fact that employees are not able to take breaks in an emergency shall not result in extra compensation.

Section 11.4. Changes in Regular Work Day/Work Week/Work Schedule, Etc. Should it be necessary in the Village’s judgment to temporarily establish a schedule departing from the normal work day, normal work week or the normal work cycle, or to temporarily change the normal work schedule of an employee or employees, the Village will give as much notice as is practicable of such change to all employees directly affected by such change.

Should it be necessary in the Village’s judgment to permanently alter a departmental work schedule to improve operations or efficiency or to better provide service to the citizens, the Village will, where practicable, give the Union thirty (30) days advance notice of the change.

Section 11.5. Overtime. An employee shall be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours actually worked in excess of forty (40) hours in the employee’s regular work week. Hours worked shall not include any uncompensated periods. Overtime shall be paid in fifteen (15) minute increments.

Before any employee may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by the employee’s non-bargaining unit supervisor.

Section 11.6. Call Back. A call back is defined as an official assignment of work which does not continuously follow an employee’s regularly scheduled working hours. Employees who have gone home and report back to a work station, at a specified time, shall be compensated on the following basis:

a) If less than eight (8) hours notice is given, employees shall be compensated for a minimum of two hours at the rate of two (2) times the regular straight time rate of pay.

b) If eight (8) or more hours notice is given, the employee shall be compensated for a minimum of two (2) hours at a rate of one and one-half (1 1/2) times the regular straight time rate of pay.

c) Compensation begins when the employee reports for duty at the work station.

Each Department Head or his designee shall have the right to require overtime work. Employees may not refuse overtime assignments. Normally, however, the Department Head or his designee shall seek volunteers first before requiring overtime. Provided, however, the foregoing shall not be applicable to work in progress or work that requires a special skill.
Section 11.7. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. There shall also be no pyramiding of overtime and premium compensation rates.

Section 11.8. Compensatory Time. In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time may be granted in such time blocks as are mutually agreed upon between the employee and the Employer, with a minimum usage of fifteen (15) minutes, provided that the employee’s supervisor is provided with 24 hours notice and the time off is approved in advance by the employee’s non-bargaining unit supervisor. Advance notice may be waived by the Village in cases of emergency. Compensatory time which has been previously awarded at the rate of time and one-half shall be compensated at the employee’s regular hourly rate of pay. Employees may not accumulate more that forty (40) hours of compensatory time at any given time. Should an employee desire, he shall be permitted to cash out all or some accrued compensatory time at the employee’s then current rate of pay.

ARTICLE 12
UNION RIGHTS

Section 12.1. Attendance at Union Meetings. Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials of the Unit Union shall be permitted one (1) day off without pay or with the use of vacation, personal or compensatory time to attend general, board or special meetings of the Union or a state or national conference, provided that at least seven (7) days notice of such meetings shall be given in writing to the Employer, provided further that the names of all such officials shall be certified in writing to the Employer and subject to the approval of the employee’s non-bargaining unit supervisor.

Section 12.2. Bulletin Boards. The Employer shall provide the Union with designated space on a bulletin board, upon which the Union may post its notices of a non-political, non-discriminatory and non-inflammable nature, and shall be restricted to the following:

a) Notice of Union recreational and social activities;

b) Notice of Union elections and results of such elections;

c) Notice of Union appointments;

d) Notice of Union meetings;

The Union shall immediately remove outdated notices and those that fail to comply with the above provisions.

Section 12.3. Union Visitation. When practical and subject to normal security procedures, a duly authorized Union representative will be permitted access at reasonable times to the premises of the Village for the purpose of representing employees pursuant to the provisions of this Agreement. The Union representative will secure the prior approval of the Village Administrator, to enter and conduct business so as not to interfere with Village operations. The Village Administrator or his designee shall designate the area where such business is to be conducted and the period of time to be provided. Meetings between Union
representatives and employees shall not occur during the employees' hours of work, except with
the express permission of the Village Administrator. The Union will not abuse this privilege,
and such right of entry shall at all times be subject to general Village rules applicable to non-
employees.

ARTICLE 13
LEAVES OF ABSENCE

Section 13.1. Leave of Absence. For leaves (that do not qualify for a Family Medical
Leave), a regular full-time employee may be granted a leave of absence without pay for a
specified period not to exceed one (1) year in ninety (90) day renewable increments as approved
by the Village Administrator in his sole discretion. During such leave of absence without pay the
employee shall retain any accrued benefits but shall not accrue seniority. In addition, the
employee on such leave of absence without pay shall not continue to accrue benefits, including
but not limited to vacations, holidays or sick leave during such leave or be covered by the
Village’s Health, Dental and Life Insurance (except to the extent the employee elects and pays
for health insurance via COBRA) or accrue other benefits. Failure to report to duty within three
(3) working days after the termination of a leave of absence shall be considered as resignation by
the employee.

Section 13.2. Sick Leave.

a) Eligibility – A full-time employee shall be eligible to earn paid sick leave
benefits. In no case may sick leave be taken in advance of earning the time. Any
employee may be eligible for sick leave because of his own personal illness or
physical incapacity or enforced quarantine of the employee in accordance with
health regulations. Regular full-time employees may use up to five (5) days of
accumulated sick leave per calendar year for immediate family illness. Immediate
family for this purpose includes spouse, dependent children living in the
employee's household or dependent children for whom the employee is legally
responsible, and the employee’s parents. If an employee remains on the active
payroll but is receiving sick leave or workers’ compensation for a compensable
injury, then such employee may continue to earn paid sick leave for a period not
to exceed three (3) months. An employee shall not be eligible to earn any sick
leave so long as he is in any type of unpaid status.

b) Accumulation - An employee will accumulate sick leave on a bi-weekly pay
period basis at a rate of 3.69 hours per pay period starting on the date of hire with
a maximum accrual of 1200 hours of sick leave with pay to protect the employee
during extended illnesses. Sick leave begins to accrue at the above rate from the
date of full-time employment, however, employees are not eligible to use any sick
leave until they have satisfactorily completed the probationary period. Thereafter,
an employee shall be entitled to the use of any or all accumulated sick leave
benefits with pay if and when needed and as authorized in minimum blocks of
fifteen (15) minutes at a time for his own personal illness or physical
incapacitation or enforced quarantine in accordance with health regulations.
c) **Notification** - Any employee who is unable to report for work shall report his absence to his immediate supervisor as soon as possible but at least one (1) hour prior to the regular starting time for that employee. Notification can be made by the employee or a family member to the immediate supervisor or the person(s) designated to receive the notice. Failure to provide this notice on each such day may be considered an unexcused leave of absence without pay for that full day and may subject the employee to discipline as well, unless this daily notice is excused in advance by the immediate supervisor. The Village may require evidence supporting the use of sick leave, as it sees fit. Absences of three or more consecutive work days, due to illness/injury, requires a physician’s statement, from the employee’s/family members’ physician at the employee’s expense, certifying that the employee’s/family member’s condition prevented the employee from appearing for work, inhibited his ability to return to work and that the employee is fit to return to duty. Failure to provide the required documentation satisfactory to the Village may cause such absence to be considered an unexcused leave of absence without pay and subject the employee to discipline as well.

d) **Compensation** - While on sick leave, an employee shall receive his normal rate of base pay.

e) **Cash out of Sick Time** – A retiring employee may receive compensation for any accumulated sick leave in excess of sixty (60) days up to a maximum of eighty (80) days at the employee’s current hourly rate of pay at the time of termination.

f) **Separation of Employee** - An employee terminating from Village service shall not be allowed the use of Sick Leave during the last two (2) calendar weeks of employment unless otherwise authorized by the Village Administrator. Unused sick leave will not be compensated for in any manner at the time of resignation, termination, layoff, or dismissal of an employee, except as may be provided for from time to time by IMRF for service credit in a qualifying retirement or otherwise provided for in this Agreement.

g) **Abuse** – Abuse of sick leave, frequent or excessive absences may result in discipline or dismissal of the employee by the Village.

h) **Medical Examination** - If there is any question concerning an employee’s physical or psychological fitness for duty or fitness to return to duty following a layoff, injury, illness, or other leave of absence, the Village may require, at its expense, that the employee be examined by a qualified physician and/or another appropriate medical professional selected by the Village. The foregoing requirement shall be in addition to any requirement that an employee provides, at his own expense, a statement from his own doctor upon returning to work.

Section 13.3. **Military Leave.** Military leave and benefits shall be granted in accordance with applicable law, as from time to time it may be amended. An employee must notify the Village as soon as the need for military leave becomes known.
Section 13.4. Off the Job Injuries. An employee who suffers an off-the-job injury or illness and is unable to return to work may be eligible for a Family Medical Leave subject to the provisions of the Family Medical Leave Act and the Village’s Family Medical Leave Policy, as it may from time to time be amended.

Section 13.5. Jury Duty Leave. A full-time employee will be granted leave with pay when required to be absent from work for jury duty. Compensation for such leave shall be limited to the difference between pay received for jury service less transportation costs and normal Village pay.

Section 13.6. Funeral Leave. A full-time employee may be granted up to three (3) working days’ leave to attend the wake and or funeral, or to wrap up the decedent’s affairs, with pay in the event of the death of the employee’s spouse or any of the following members of either the employee’s or spouse’s family: child (including step or adopted), grandchild, mother, father, sister or brother (including half or step), grandparents, daughter-in-law, son-in-law, step parents or members of the employee’s immediate household. In the event of the death of an aunt or uncle of the employee or employee’s spouse, such employee may be granted one (1) day leave for the same purposes. Any employee granted such leave shall be paid for his regularly scheduled workdays, which occur during such leave. If more time is needed for long distance travel or to wrap up the decedent’s affairs, and is requested by the employee, the employee may use accrued vacation leave or personal days may be granted upon submission of a written request and approval by the Village Administrator.

Section 13.7. Personal Leave. All full-time employees who successfully complete the probationary period prior to the end of a calendar year will be eligible for thirty-two (32) personal leave hours for the next calendar year. The thirty-two (32) personal leave hours are granted on a calendar year basis beginning January 1 and may be taken any time during that calendar year. Under no circumstances shall personal leave hours be carried forward to the next calendar year. All employees who have completed an initial successful probation period are eligible for personal leave to be utilized within the calendar year in which the probation period ends.

a) If the six (6) month period ends between January 1 and April 30th (inclusive), the employee will be eligible for twenty-four (24) personal leave hours that must be taken within the same calendar year.

b) If the six (6) month period ends between May 1 and August 31 (inclusive), the employee will be eligible for sixteen (16) personal leave hours that must be taken within the same calendar year.

c) If the six (6) month period ends between September 1 and December 31 (inclusive), the employee will be eligible for eight (8) Personal Leave hours that must be taken within the same calendar year or during the first quarter of the following calendar year.
d) Employees who use sixteen (16) or less sick leave hours (excluding FML absences) in a full calendar year shall be awarded and may use eight (8) additional personal leave hours in the following calendar year.

e) If an employee participates in the Village’s trimester physical fitness testing program and passes all three consecutive fitness tests, he/she shall be awarded eight (8) additional personal leave hours to be credited in the next calendar year and used in that same calendar year. Participation is purely voluntary, and time spent to participate in the Village’s physical fitness testing program is not paid by the Village. Testing times are as scheduled by the Village’s fitness testing coordinator.

f) Personal leave may be taken in fifteen (15) minute increments, provided that the employee shall request approval of his supervisor or Department Head at least twenty-four (24) hours in advance of taking such time off. Advance notice may be waived by the Department Head, or his designee, in cases of emergency. Use of personal leave is subject to the advance approval of the supervisor. In cases when an employee is separated from the Employer service, there will be no compensation for unused personal leave.

Section 13.8. Family and Medical Leave Act. The Employer agrees to comply with the Family and Medical Leave Act of 1993 ("FMLA") and the rules and regulations issued in conjunction therewith. The Employer may promulgate and implement any policies which are consistent with the Family and Medical Leave Act of 1993 (FMLA) and the rules and regulations issued in conjunction therewith.

ARTICLE 14
WAGE RATES

Section 14.1. Compensation Evaluation System. The compensation system will consist of annual performance evaluations, consistent with the pay plan of the Employer, and compensation consistent with this Agreement.

Section 14.2. Pay Ranges, Across-the-Board Increases and Merit Adjustments. The pay range for the term of the Agreement for secretary and executive secretary will be as set forth in Appendix B attached to this Agreement. Employees will receive annual salary increases as set forth herein. Employees who have not reached the pay range maximum will also be eligible for merit increases, if any, in accordance with Appendix B.

Employees will progress through the steps of the ranges as follows:

a) If an employee meets the standards in his performance evaluation, a one step increase in pay shall be granted on November 1st of any contract year when the employee is not at the range maximum;

b) An employee hired after May 1, 2009 will be eligible for his first step increase on the November 1st that follows the successful completion of one year of employment in position with the bargaining unit.
ARTICLE 15
HOLIDAYS

Section 15.1. Holidays. The following are holidays for eligible employees. Full-time employees shall generally be entitled to the day off on the day designated by the Village as said holiday.

- New Year’s Day
- President’s Day
- Memorial Day
- Labor Day
- Day after Thanksgiving
- Christmas Day
- Friday before Easter
- Independence Day
- Thanksgiving
- Christmas Eve
- New Years Eve Day

Section 15.2. Holiday Work Requirements. Should a holiday occur on a day that a full time employee is not otherwise scheduled to work, such employee will be granted an additional day off with pay within the same calendar year, at a time mutually agreed upon by the employee and the supervisor concerned. Should an employee be absent without pay on either the last scheduled working day before or the first scheduled working day after the holiday, no additional day will be granted.

Section 15.3. Work On Holidays. Hours worked by an employee on a holiday shall be compensated at 1½ times the employee’s regular rate of pay except as provided under the Call Back provision of this Agreement (Section 11.6), in addition to the employee’s regular pay for the holiday.

ARTICLE 16
VACATIONS

Section 16.1. Eligibility Allowances. All employees shall be eligible for paid vacation time after the successful completion of an initial probationary period. Employees shall start to earn vacation upon beginning regular full-time employment with the Village. Vacation allowances shall be earned on a bi-weekly pay period basis throughout the employment year, based on the schedule in Section 16.4 below. Provided, however, the employee is in pay status during that pay period. Vacation leave shall not be taken until it has accrued.

Section 16.2. 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.

Section 16.3. Scheduling. Employees shall be awarded vacation time by the Village in accordance with Department staffing requirements, and on a first come, first serve basis. Vacation leave may be taken in fifteen (15) minute increments, provided that the employee shall request approval of his supervisor or Department Head at least twenty-four (24) hours in advance of taking such time off. Advance notice may be waived by the Department Head, or his designee, in cases of emergency. Use of vacation leave is subject to the advance approval of the supervisor.
Section 16.4. Scheduling Vacation. All vacation shall be earned on a bi-weekly pay period basis through the employment year (anniversary date to anniversary date) and the following rates:

a) Employees who have not attained their fifth anniversary date of continuous employment with the Village shall earn eighty (80) hours of vacation leave per year or 3.08 hours per pay period.

b) Employees who have attained their fifth anniversary date but have not attained their twelfth anniversary date of continuous employment with the Village shall earn one hundred twenty (120) hours of vacation leave per year or 4.62 hours per pay period.

c) Employees who have attained their twelfth anniversary date but have not attained their sixteenth (16th) anniversary date of continuous employment with the Village shall earn one hundred sixty (160) hours of vacation leave per year or 6.15 hours per pay period.

d) In addition, employees hired prior to the signing of this Agreement shall receive the following: Employees with sixteen (16) years or more service who have attained their sixteenth anniversary date of continuous employment with the Village shall earn an additional eight (8) hours of paid vacation leave (.31 hour per pay period) for each additional year of employment rendered to the Village, up to a maximum of one hundred and twenty (120) additional hours for thirty (30) or more years of continuous employment.

e) Employees hired on or after the signing of this Agreement shall not be entitled to the benefits set forth in subsection d) but instead shall receive the following: Employees with sixteen (16) years or more service who have attained their sixteenth anniversary date of continuous employment with the Village shall earn an additional eight (8) hours of paid vacation leave (.31 hour per pay period) for each additional year of employment rendered to the Village, up to a maximum of forty (40) additional hours for twenty (20) or more years of continuous employment (for a maximum total of two-hundred (200) hours of vacation leave earned per year or 7.69 hours earned per pay period at twenty (20) or more years of continuous service.)

Section 16.5. Accumulation. Vacation credit shall not be earned during any layoff period, nor any unpaid leave of absence. Employees shall not have accumulated more than the equivalent of two (2) years vacation leave credit at the end of the calendar year. Failure to abide by this provision shall be cause for loss of excess vacation hours (assuming said employee can return to the workplace).

Section 16.6. Cash-In. Upon written recommendation of and with approval of the Village Administrator, an employee may be paid for earned but unused vacation time.
Section 16.7. **Illness During Vacation.** If an employee becomes ill during a vacation leave, such days may not be designated as sick leave, thereby carrying over the vacation leave to another period.

**ARTICLE 17**

**INSURANCE**

Section 17.1. **Medical Insurance Coverage, Benefits and Costs.** Employees covered by this Agreement shall be eligible to receive the same insurance coverage and benefits from the same carrier and per the same network and at the same costs/contributions and under the same terms and conditions applicable to the non-represented Village employees generally, as they may be modified from time to time.

The Village also reserves the right to change third party administrators and to maintain or institute cost containment measures relative to insurance coverage. 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 outpatient elective surgery for designated surgical procedures.

The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 17.2. **Life Insurance.** Each employee covered by this Agreement shall be provided with the same term life insurance coverage, at the same costs and under the same terms and conditions, as other non-represented Village employees generally. The Village retains the right to change carriers and/or self-insure this benefit.

Section 17.3. **Dental Insurance.** Employees covered by this Agreement shall be eligible to receive the same dental insurance benefits and coverage, if any, at the same costs and under the same terms and conditions applicable to the non-represented Village employees generally, as they may be modified from time to time. The Village retains the right to change carriers and/or self-insure this benefit.

Section 17.4. **Optical Insurance.** Employees covered by this Agreement shall be eligible to receive the same optical insurance benefits and coverage, if any, at the same costs and under the same terms and conditions applicable to the non-represented Village employees generally, as they may be modified from time to time. The Village retains the right to change carriers and/or self-insure this benefit.

Section 17.5. **Employee Assistance Program.** Employees covered by this Agreement shall be eligible to receive the same employee assistance program benefits and coverage, if any, at the same costs and under the same terms and conditions applicable to the non-represented Village employees generally, as they may be modified from time to time. The Village retains the right to change carriers and/or self-insure this benefit. The Employee Assistance Program (EAP)
may be terminated by the Village at any time should it be deemed in the Village’s best interest to terminate the program.

Section 17.6. Opting out of Medical Coverage. Employees covered by this Agreement shall be eligible for the Village’s Health Insurance Opt-Out Program, as it may from time to time be amended. Employees who opt-out of the Village’s health insurance program shall be eligible to continue to receive the Village’s dental and life insurance coverage, at the same costs and under the same terms and conditions applicable to the non-represented employees, generally, assuming the non-represented employees are eligible for such coverage if they opt-out of the Village provided health insurance program.

ARTICLE 18
TUITION REIMBURSEMENT PLAN

Full-time employees shall be eligible for tuition reimbursement under the same policy, terms and conditions as the non-represented employees of the Village generally, as they may from time to time be amended.

ARTICLE 19
MISCELLANEOUS / GENERAL PROVISIONS

Section 19.1. Eyeglass Replacement. Employees covered by this Agreement shall be eligible for eyeglass replacement under the same terms and conditions as other non-represented Village employees generally, as they may from time to time be amended.

Section 19.2. Inoculations and Immunization. Preventative inoculations or immunizations shall be in accordance with the Village’s wellness and risk management program and policies as they may from time to time be amended. The Village agrees to provide or to pay reasonable expenses for inoculations for the employee and employee’s immediate family members, where public health officials or the Village occupational health advisors determine that such inoculation is necessary as a result of a direct exposure to a contagious disease in the line of duty and the inoculations for such family members are not covered or provided by health insurance.

Section 19.3. Posting. Whenever the Village determines there is a vacancy in an existing bargaining unit job classification, a notice of such vacancy shall be posted on department bulletin boards for five (5) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

Section 19.4. Filling of Vacancies. Even though a job opening has been posted, the Employer retains the final right to determine whether or not the opening should be filled, and by whom.

Section 19.5. Ratification and Amendment. This Agreement shall become effective when ratified by the Union and the Village Board and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.
Section 19.6. Personnel Policies. Employees shall comply with the Village’s personnel policies and rules and regulations as they may from time to time be amended. The Village shall provide employees with at least five (5) days’ notice of new or changed policies and rules.

Section 19.7. Light Duty. The Village may require an employee who is on a paid or unpaid medical leave of absence (including sick leave), or receiving workers’ compensation benefits, to return to work in an available light duty assignment that the employee is qualified to perform in accordance with the Village’s light duty policy as it may from time to time be amended.

Section 19.8. Employee Discipline. The Village agrees in principle to the tenets of progressive and corrective discipline for non-probationary employees; however, nothing in this Agreement limits the Village’s right to summarily discharge or suspend an employee without warning for serious offenses. Discipline shall include, but not be limited to the following: oral reprimand; written reprimand; suspension; discharge and demotions. The Village shall not discipline or discharge a non-probationary employee for arbitrary and capricious reasons. All discipline with the exception of oral reprimands shall be documented and placed in the employee’s personnel file with copies of any discharge sent to the Union office.

Section 19.9. Exclusivity of Benefits. The economic benefits set forth in this Agreement shall be the sole and exclusive economic benefits provided to employees covered by this Agreement, except as expressly stated in this Agreement.

Section 19.10. Clothing. Each fiscal year, employees shall be eligible for Village clothing, in accordance with the departmental procedure(s), if any, established by the Village for the year.

Section 19.11. Fitness Examination. If, at any time, there is any question concerning an employee’s fitness for duty, or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have an examination by a qualified physician(s) selected by the Village. The Village Administrator may subsequently require an employee to conform to the physician(s) recommendations as a condition of continued employment. If a physician(s) selected by the Village shall determine that an employee is unfit to perform the duties of his position, the Village Administrator may, at his discretion, place the employee on sick leave or an unpaid leave of absence referred to in this Agreement, if the employee has exhausted all of his sick leave.

Section 19.12. Worker’s Compensation Policies. Employees shall be eligible for benefits via the Worker’s Compensation Policy of the Village, as it may from time to time be amended.

Section 19.13. Drug and Alcohol Testing. Drug and alcohol testing shall be conducted in accordance with the Village’s Substance Abuse Policy as it may from time to time be amended.

Section 19.14. Retirement Benefits. Full-time employees shall be covered by and eligible for benefits from the Illinois Municipal Retirement Fund in accordance with statutory requirements and the rules and regulations applicable thereto as they may from time to time be amended.
ARTICLE 20
PROBATIONARY PERIOD

Section 20.1. Probationary Period. All new employees and those re-hired after separation from the Village shall be considered probationary until they complete a probationary period of at least six (6) months of actual work. The Village Administrator may, at his sole discretion, extend any employee's probationary period for up to an additional six (6) months of work. No grievance shall be presented on behalf of a probationary employee. Employees shall begin to earn vacation and sick leave benefit as of the date of hire; however, employees are not entitled to use said benefit leave until they have satisfactorily completed their probationary period. There shall be no seniority among probationary employees. Upon a full-time employee's successful completion of the probationary period, the employee shall acquire seniority, which shall be retroactive to the last date of hire with the Village in a position covered by the Agreement. Upon successful completion of the probationary period, as determined by the Employer, the employee attains all rights of a bargaining unit member under this Agreement.

ARTICLE 21
SAVINGS CLAUSE

Section 21.1. If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, if necessary, the parties shall meet and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 22
COMPLETE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for the term of this Agreement. Each party, for the duration of this Agreement, voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, including the impact of the Village’s exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, except as expressly stated to the contrary herein. In so agreeing, the parties acknowledge that, during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
ARTICLE 23
DURATION

Section 23.1. Term of Agreement This Agreement shall be effective from upon signing and shall remain in full force and effect through April 30, 2019. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 23.2. Continuing Effect. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement between the parties until either party gives the other written notice of not less than sixty (60) days of its desire to terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 13 day of January, 2015.

THE SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 73
By: Christine Breda
Name: Christine Breda
Title: President

VILLAGE OF BLOOMINGDALE
By: 
Name: Franco Cudone
Title: Village President
ARTICLE 23
DURATION

Section 23.1. Term of Agreement. This Agreement shall be effective from upon signing and shall remain in full force and effect through April 30, 2019. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

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IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 13 day of January, 2015.

THE SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 73

By: Christine Boardman
Name: Christine Boardman
Title: President

VILLAGE OF BLOOMINGDALE

By:
Name: Franco Coladipietro
Title: Village President
## APPENDIX A

### SENIORITY LIST

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# APPENDIX B

## WAGES – PAY PLAN

Village of Bloomingdale Pay Plan for Secretaries and Executive Secretaries*

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<td>$25.10</td>
<td>$25.97</td>
<td>$26.87</td>
<td>$27.80</td>
<td>$28.76</td>
<td>$29.75</td>
<td>$30.77</td>
<td>$31.83</td>
<td>$32.38</td>
<td>$32.93</td>
<td>$33.52</td>
</tr>
</tbody>
</table>

*Top step for Secretaries is step 13

Note: Movement through the steps is dependent upon satisfactory employee performance as set forth in Section 14.2.
APPENDIX C

MEMORANDUM OF AGREEMENT – RETIREMENT BENEFITS

The Village of Bloomingdale (hereinafter, “Village”) and Service Employees International Union (hereinafter, “SEIU”) agree as follows:

RETIREMENT BENEFITS: An employee who is eligible at time of termination to receive a pension from the Illinois Municipal Retirement Fund is considered a retiree for these retirement benefit purposes. In lieu of the provisions of Section 13.2(e) of the Agreement, employees hired prior to September 1, 2005 may choose between retirement benefits a) or b) below, and must advise in writing the Village of their benefit choice within sixty (60) days from the date of separation or lose any rights or benefits under this section.

a) A retiring employee may receive compensation for any accumulated sick leave time in excess of sixty (60) days at the employee’s current hourly rate of pay at the time of termination. The maximum total numbers of days that may be paid out are eighty (80) days. Employees hired prior to September 1, 2005 may choose to waive this benefit in favor of benefit b) below.

b) If an employee is eligible to receive a pension from the Illinois Municipal Retirement Fund at the time of termination of employment, he may continue his enrollment in the Village’s group health plan(s) and receive partial payment from the Village towards the health premium cost, to include any eligible dependents covered at the time of initial termination. The Village will contribute up to a maximum of seventy-five percent (75%) of the cost of the medical insurance premium based upon the formula of two and one-half percent (2 1/2%) per year for each year of service as an employee with the Village, until, whichever occurs first, the employee is eligible for Medicare, reaching the age at which individuals born in the same year are eligible to receive Medicare [currently age sixty-five (65)] or receiving benefits under another comparable medical plan as a result of employment, as certified annually by the benefit recipient. An employee that is not eligible to receive a pension upon retirement is eligible to continue coverage in the Village’s group health plan in accordance with COBRA.

VILLAGE OF BLOOMINGDALE

By: [Signature]
Name: [Name]
Title: Village President

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73

By: [Signature]
Name: [Name]
Title: Sr. Union Representative

Tentative Agreement
Village of Bloomingdale:
SEIU Local 73: [Signature]