

AGREEMENT

BETWEEN

**SERVICE EMPLOYEES INTERNATIONAL
UNION**

LOCAL 73

AND

THE CITY OF NORTHLAKE

JANUARY 1, 2020 - DECEMBER 31, 2024

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**ARTICLE I
AGREEMENT**

This Agreement made and entered into by and between the City of Northlake, Illinois, hereinafter referred to as the "Employer" or "City" and the Service Employees International Union, Local 73 hereinafter referred to as the "Union."

WITNESSETH

Whereas, the Employer has endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its Employees insofar as such practices and procedures are appropriate to the functions and obligations of the Employer to retain the right to operate the City government effectively in a responsible and efficient manner; and

Whereas, it is the intent and purpose of the parties to set forth herein rates of pay, wages, hours of employment, benefits and other conditions of employment; and to provide for the prompt and fair settlement of grievances without any interruption of or other interference with the operation of the City; and

Whereas, both parties agree that it is in their best interests to increase the efficiency and productivity of the Employees covered by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties mutually covenant and agree as follows:

**ARTICLE II
RECOGNITION**

Section 1. Bargaining Unit.

The Employer recognizes the Union as the sole and exclusive bargaining agent,

for the purpose of establishing wages, hours, benefits and conditions of employment for all regular full-time and part-time (but not seasonal employees) of the City's Public Works Department including laborers, operators, custodians, part-time seasonal bus drivers, working foremen and supervisory foremen (collectively "Employees"), excluding all confidential, supervisory and managerial employees and all other employees of the City.

Section 2. Integrity of the Bargaining Unit.

In the event that no qualified bargaining unit Employee is available to perform bargaining unit work, the Employer may assign a non-bargaining unit Employee to perform bargaining unit work on a short-term basis, which shall mean until a qualified bargaining unit Employee is available.

Section 3. New Classifications.

The Employer shall promptly notify a local Union official, in writing, to propose new and/or changed job classifications. The Union will have five (5) business days from the time of written notification to respond in writing to the Employer regarding its concerns and/or questions. If the parties are unable to agree on the rate of pay for the new or changed job classification the dispute may be disputed through the grievance procedure.

**ARTICLE III
MANAGEMENT RIGHTS**

Section 1. Management Rights.

It is understood and agreed that the City possesses the sole right and authority to operate and direct the Employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

- a. The right to determine its mission, policies, and to set forth all standard of service offered to the public;
- b. To plan, direct, control and determine the operations or services to be conducted by Employees of the City;
- c. To determine the methods, means, and number of personnel needed to carry out the department's mission.
- d. To direct the working forces;
- e. To hire and assign or to transfer Employees within any department, and to set hours of work and overtime policies;
- f. To promote, suspend, discipline or discharge for just cause;
- g. To lay-off or relieve Employees due to lack of work or funds or for other legitimate reasons;
- h. To make, public and enforce reasonable rules and regulations;
- i. To introduce new or improved methods, equipment, or facilities;
- j. To contract out for goods and services;
- k. To take any and all actions as may be necessary to carry out the mission of the City in situations of civil emergency as may be declared by the Mayor of the City of Northlake or his designee provided that no right enumerated herein shall be exercised or enforced in a manner contrary with the provisions of this Agreement, except as set forth in Section 3 below.
- l. To determine the qualifications of applicants for positions of employment.

Section 2. Rights of Mayor and the City Council.

The Mayor and the City Council have the sole authority to determine the purpose and mission of the City and the amount of budget to be adopted in relation thereto.

Section 3. Civil Emergency Provision.

If in the sole discretion of the Mayor and the City Council of the City of Northlake, it is determined that extreme civil emergency conditions exist, including but not limited

to, riots, civil disorders, tornado conditions, floods, snow storms, or other similar catastrophes, the provisions of this Agreement may be suspended by the Mayor or his designee during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Mayor, or his designee, shall advise the President of the Union or the next highest officer of the Union of the nature of the emergency. The Mayor or his designee shall follow up said advice in writing as soon thereafter as practicable and shall forward said written notice to the President of the Union.

All new storms are potential civil emergencies therefore the Department of Public Works snow plan will be in effect. All snow removal operations will be considered as mandatory for all Public Works personnel. Snow removal shall mean the removal of snow, ice, freezing rain, sleet or any combination thereof from the City pavement and any complimentary activity as deemed necessary by command personnel of the City of Northlake.

Section 4. Information Provided to Employer.

The Union shall notify the Employer of the names, addresses and titles of all Union officers, stewards and staff representatives by November 1st of each year of this Agreement. The Union shall also notify the Employer of any changes in the names, addresses and/or titles of all Union officers, stewards and staff representatives within five (5) working days of any such changes in writing.

ARTICLE IV UNION RIGHTS

Section 1. Access to Premises by Union Representatives.

The Employer agrees that local representatives and officers and Union staff representatives shall have reasonable access to the premises of the Employer, after first giving notice to the Mayor or his designee and receiving his approval. Requests shall not be unreasonably denied. A meeting area shall be designated at that time.

Section 2. Time off for Union Activity.

Local Union representatives shall be allowed time off for legitimate Union business such as Union meetings, state or area wide Union committee meetings, State or International conventions, not to exceed five (5) working days for each request. Such representative shall give reasonable notice to the Superintendent of Public Works or his designee of such absence. The Employee shall utilize any accumulated time (personal or vacation days). Such time off shall not be detrimental in any way to the Employee's record.

Section 3. Union Bulletin Boards.

The Union shall have the right to post notices on Employee bulletin boards located in the Department of Public Works and the Employee lunchroom area. The items posted shall not be political, partisan, derogatory or defamatory in nature. All items that the Union wishes to post must be approved by the Mayor or his designee, which such approval shall not be unreasonably denied.

Section 4. Information Provided to Union.

At least once a month, the Employer shall give the local Union official all personnel change forms for such transactions involving bargaining unit Employees. In addition, the

Employer shall furnish the Union every three (3) months with the current seniority rosters applicable under the seniority provisions of this Agreement. The Union will be allowed to discuss Union policies and give new Employees a copy of the Union contract during their personal time. Contacts of this nature will be allowed on the premises.

Section 5. Payroll Deduction Plan.

Upon receipt of a signed authorization from an Employee, the City agrees for the duration of this Agreement to deduct from such Employee's pay any or all of the following:

- a. Union member dues, assessments, or fees;
- b. Union sponsored benefit program fees;
- c. Commission on Political Education.

Deductions shall be remitted monthly, together with an itemized statement to the Union at the address designated in writing by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

**ARTICLE V
GRIEVANCE PROCEDURE**

Section 1. Definition.

A grievance is a specific claim of an Employee, a group of Employees (with respect to a single common issue), or the Union with a sponsoring Employee, that there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. Probationary Employees may file a grievance as provided in this Article except for matters of suspension and discharge.

Section 2. Procedure.

A grievance shall be processed in the following manner:

Step 1: Any Employee, with his Union representative, covered by this Agreement who has a grievance shall present it to the immediate non-bargaining unit supervisor provided that said grievance shall be in writing and signed by the aggrieved party. The supervisor shall give his written answer within five (5) working days after such presentation.

Step 2: If the grievance is not settled in Step 1 the Union may appeal the grievance to Step 2 of the Grievance procedure, by giving it in writing to the Superintendent of Public Works or his designee within five (5) working days after the designated supervisor's answer in Step 1. The Superintendent of Public Works or his designee shall discuss the grievance with the Employee and the Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Superintendent of Public Works or his designee shall give his answer to the Union Representative or his designee within five (5) working days following the receipt of the appeal.

Step 3: If the grievance is not settled in Step 2, the Union may appeal it in writing to the Mayor or his designee, within five (5) working days after the Superintendent's answer in Step 2. A meeting between the Mayor or his designee, and the Superintendent of Public Works and the Employee, and any Union Representative and the Union Staff representative shall be held at a time mutually agreeable to the parties within five (5) working days following receipt of the appeal. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Mayor or his designee, and the Union. If no settlement is reached, the Mayor or his designee shall give the City's written answer to the Union representative or designee within five (5) working days following the meeting.

Section 3. Arbitration

If the grievance is not resolved at Step 3 to the satisfaction of the Union, it may refer the grievance to binding arbitration by notifying the Mayor or his designee within twenty (20) calendar days of the receipt of the Step 3 written decision. At the same time, the Union shall forward a demand for arbitration to the Federal Mediation and Conciliation Service, requesting a list of five (5) arbitrators each of whom shall be a member of the National Academy of Arbitrators. Upon receipt of the list of arbitrators, the parties shall make a good faith effort to research the names therein within five (5) calendar days; and upon the expiration of the research period, the Mayor or his designee and the Union shall

meet within two (2) days to select an arbitrator. If the parties cannot agree on the selection of an arbitrator, each party will alternatively strike one (1) name from the list until only one (1) arbitrator remains. The party winning the toss of a coin shall have the option of striking the first name or having the other party do so.

Notification of arbitration selection and all arbitration proceedings shall conform to the rules and regulations outlined by the Federal Mediation and Conciliation Service. Such proceedings shall take place at the earliest date possible. The expense for the arbitrator's services and proceedings shall be shared equally by the Union and by the City.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as an outline to be submitted to the arbitrator. The Employer and Union shall have the right to request, provided the request is reasonable, the arbitrator to require the presence of witnesses and/or documents relative to the grievance. Each party shall bear the expense of its own witnesses who are not Employees of the Employer. The requirements for witnesses who are Employees are set forth herein.

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make any decision within thirty (30) calendar days following the conclusion of the grievance hearing, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the

facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 4. Pertinent Witnesses and Information.

The Union may request the production of specific documents, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.

Section 5. Time Limits for Filing

No grievance shall be entertained or processed unless it is submitted within ten (10) calendar days after the Employee concerned has become aware or should have become aware, through the use of reasonable diligence of the occurrence of the event giving rise to the alleged grievance.

If a grievance is not presented within the time limits set forth above, the right to file shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered withdrawn. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union involved in each step.

Section 6. Time Off, Meeting Space and Telephone Use.

- (a) Time Off: The grievant(s) and/or Union representative(s) will be permitted reasonable time not to exceed two hours unless mutually extended by the Employer and the Union without loss of pay during their working hours to investigate and to process grievances. A grievant, a Union grievance

representative or witness who is called back on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Employees whose testimony is directly related to the grievance and is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings, provided that the Employee's testimony is necessary and reasonably required at the meeting and that the scheduling of same is prudent. No Employee or Union representative shall leave his/her work to investigate, to file or to 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. Such arrangements shall not be denied unreasonably. Employees attending grievance meetings shall normally be those having direct involvement in the grievance.

- (b) Meeting Space and Telephone Use: Upon request, and approval by the Employer, the Employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance and, upon prior approval by the Employer, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

Section 7. Exclusion

During the probationary period, the probationary Employee may grieve the interpretation or application of this Agreement with the exception that a probationary Employee may not grieve suspensions or discharges.

ARTICLE VI SENIORITY

Section 1. Definition of Seniority

Seniority shall, for the purpose of this Agreement, be defined as an Employee's length of continuous full-time service since their last date of hire, less any adjustments as provided for in this Agreement.

Section 2. Application

In all applications of seniority under this Agreement the skills and ability of the Employee shall mean the qualifications and ability (including physical fitness) of an Employee to perform the required work. Where skills, ability, and qualifications to perform the required work are, among the Employees concerned, relatively equal, seniority as defined in Section 1 above, shall govern.

Section 3. Non-Application of Seniority

Seniority does not apply and shall not be required to be used as a determining factor in assigning particular types of work to Employees within a position classification, or in assigning Employees to machines, equipment, or places of work. However, such onerous tasks as painting, chipping, leaf removal, and operation of the sewer jet shall not be assigned in a manner that constitutes violation of Article XIV, Sections 1 or 2.

Section 4. Termination of Seniority

Seniority and the employment relationship shall be terminated when an Employee:

- a. quits or retires; or
- b. is discharged for just cause; or
- c. is absent for three (3) consecutive business days without notifying the City; or is laid off and fails to report for work within five (5) working days after having been recalled; or
- d. is laid off for a period in excess of two (2) years (except in the case of Employees laid off as a result of subcontracting by the City); or misrepresents the facts on his employment application and such misrepresentation is material in his employment; or
- e. gives a false reason for obtaining a Leave of Absence or does not present proof of necessity within a reasonable period.

Section 5. Seniority Lists.

The Employer shall maintain a keep current a seniority roster, noting date of hire, (within the scope of the determination of this bargaining unit) current position by job title and/or classification. The seniority roster shall be posted by the Employer. Personnel files will indicate seniority and are open to inspection at all times by appointment with the Superintendent of Public Works or his designee.

Section 6. Probation and Probationary Periods.

All new Employees including rehired Employees, but not reinstated Employees, shall be considered as probationary Employees and must successfully complete a probationary period before attaining regular Employee status. Any regular Employee who is transferred (other than on a temporary basis) or promoted shall be considered as a special probationary Employee before being appointed to the new or related position classification. All probationary Employees, including special probationary Employees, shall receive a performance evaluation conducted by his supervisor as well as Public Works Employees at intervals throughout the probationary period.

- a. Each newly hired, but not reinstated Employee becomes a probationary Employee upon the date of their employment and remains so until they have successfully completed their required probationary period. These required probationary periods shall be as set forth below:
 1. Newly hired Employees Twenty-four (24) months.
 2. Rehired Employees - Thirty (30) days.

The probationary periods required above represent a total cumulative service time. Any authorized leaves of absence or other approved breaks of service shall be deducted from said service time.

During the probationary period, the probationary Employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the Employer. Probationary Employees may not grieve suspensions or discharges.

- b. Any regular Employee is transferred (other than on a temporary basis) or promoted becomes a special probationary Employee upon the date of the transfer or promotion and remains so until they have successfully completed a required special probationary period. These special probationary periods shall be as set forth below:
 1. Transferred Employees – forty-five (45) working days;
 2. Promoted Employees – forty-five (45) working days.

The special probationary periods required above represent a total cumulative service time. Any authorized leaves of absence or other approved breaks in service shall be deducted from said service time.

If the special probationary Employee fails to demonstrate that he or she can completely and satisfactorily perform the job or acquire the job skills necessary to perform the job within the special probationary period, the Employer shall return the Employee to his or her former position classification, without any loss in seniority. Any other Employees who were transferred or promoted following and as a result of the Employee's transfer or promotion shall also be returned to their former positions, and unless there is a layoff involved, the bumping procedure shall apply.

Section 7. Job Security and Layoff Procedure

The authorized level of force in the City is subject to modification by the Employer, based on budget constraints and work requirements. The Employer will use its best efforts, subject to the conditions hereinabove noted, to assure that there will be no layoffs or involuntary furloughs.

In the event that it becomes necessary to decrease the work force, the seasonal Employees will be laid off first. The probationary Employees shall follow. Thereafter, the Employee(s) with the least seniority in the affect job classification shall be laid off. The laid off Employee(s) shall be entitled to bump the least senior Employee in that classification whose job is an equal or lesser pay grade, provided that the senior Employee has the ability to perform the work within that position.

Employees bumped pursuant to this provision shall themselves be entitled to bump less senior Employees who are the least senior Employees until the reduction in force is accomplished. Employees laid off from their original job classification who do not choose to bump into another job classification pursuant to their seniority shall be laid off. Employees who are laid off shall be placed on a lay-off list.

Section 8. Recall

Employees who are laid off shall be recalled in inverse order of lay-off for the first vacancy for which they are qualified. Notice of recall shall be made by a certified, return receipt letter. Recalls shall be to the first bargaining unit position that the Employee has the ability to perform, provided that an Employee may waive recall to a position in a lower pay grade. Employees returning from lay-off shall be reinstated at the rate of the position classification that corresponds to their seniority.

ARTICLE VII FILLING OF VACANCIES

Section 1. Vacancy.

For the purpose of this Article, a vacancy is created when the City determines to increase the work force to fill a new position(s) or when any of the following personnel

actions take place in the bargaining unit and the City determines to replace the previous incumbent: terminations, promotions, or demotions.

Section 2. Posting.

Notice of regular bargaining unit vacancies shall be posted in public works garage and break area and are subject to the provisions set forth in the Consent Decree (United States of America v. City of Northlake, IL. Civil Action No. 85-C-10574) and subsequent Supplemental Decree.

Section 3. Filling of Vacancy.

Any bargaining unit Employee may apply for a vacancy. The City shall post all vacancies according to the provisions set forth in the Consent Decree. (§3.5. of United States America v. City of Northlake, IL, Civil Action No. 85-C-10574) and the subsequent Supplemental Decree.

Section 3. Return to Former Position.

An Employee may return to his/her former position within fourteen (14) calendar days, or until vacancy is filled, within a reasonable time not to exceed forty-five (45) days.

**ARTICLE VIII
DISCIPLINE**

Section 1. Employee Discipline.

The Employer shall not discipline or discharge any post-probationary Employee without just cause. Discipline shall be imposed within fourteen (14) days or as soon as reasonably possible after the Employer is aware of the event or action giving rise to the discipline.

Section 2. Disciplinary Measures.

Disciplinary action measures shall include any of the following:

Counseling;
Written reprimand;
Suspension (notice to be given in writing); and
Discharge (notice to be given in writing).

Section 3. Disciplinary Manner.

The Employer agrees to conduct itself in such a manner that it will normally praise Employees in public and reprimand in private.

Section 4. Disciplinary Meeting.

For discipline other than counseling, the Employer shall meet privately with the Employee involved and if the Employee so designates, the Union representative to inform him/her of the reason for such disciplinary actions.

Section 5. Removal of Discipline.

Any written reprimand shall be removed from the Employee's record after twelve (12) months if no further action is taken on the matter which resulted in the reprimand.

Any suspension shall be removed from the Employee's record after thirty-six (36) months have elapsed.

**ARTICLE IX
HOURS OF WORK AND OVERTIME**

Section 1. Regular Hours

Except as provided elsewhere in this Agreement, including Article III, Section 3, and subject to Section 4 of this Article, the normal workweek shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour in a seven (7) day work period that begins at 11:01 p.m. Saturday and continues through to 11:00 p.m. the following Saturday.

The normal work day will run from 7:00 a.m. to 3:30 p.m., Monday through Friday.

Section 2. Rest and Lunch Periods.

Employees shall receive a thirty (30) minute unpaid lunch period each workday approximately midway during the workday and two (2) fifteen minute paid rest periods. The Superintendent of Public Works or his designee shall determine the time of lunch and rest and whether they shall be taken in the field or elsewhere. Normally, an Employee shall not be required to work through his/her lunch period.

Section 3. Overtime Computation.

All work performed before or after the Employee's regularly scheduled work hours as defined in Section One of this Article shall be paid at the rate of one and one-half (1.5) times the Employee's current rate for excess time.

Section 4. Work Schedule Selection.

Except for circumstances covered by Article III, Section 3, any change in the normal work schedule for Employees should be discussed with the affected persons before any change in schedule occurs. Except for circumstances covered by Article III, Section 3, the City will notify the Union of such change and offer to bargain about it. If such change occurs, it will take effect at the beginning of the next shift schedule or pay period, if practicable, and the City shall not be required to delay implementation of any such change pending any bargaining that the Union may request. Should bargaining over the change take place, and should such bargaining reach impasse, the impasse shall be resolved, upon written notice given by one party to the other, in accordance with the procedures set forth in Section 14 of the Illinois Public Labor Relations Act.

Section 5. Overtime Distribution.

Unscheduled overtime will be assigned first to that Employee completing the task at hand, and then to any qualified Employee.

Scheduled overtime will be offered on a rotating seniority basis by job classification and offered on an equalized basis. Employees on duty and from the division involved in will be called out first to emergency report work or unscheduled overtime which is a continuation of the original workday. Other than snow emergencies as determined by the Superintendent of Public Works, Foremen will not perform Bargaining Unit work on overtime except in cases of emergency as described in Article III, Section 3 or the refusal of a sufficient number of Employees to accept overtime.

A minimum of three (3) hours guaranteed overtime pay will be given to an Employee who is called out from his/her home.

A minimum of five (5) hours guaranteed overtime pay will be given to an Employee who is called for a "water break".

Section 6. Time Paid/Time Worked.

It is understood by the parties that time paid such as vacation holidays, sick time, personal leave, bereavement leave and jury duty will be considered time worked for the purpose of computing overtime.

**ARTICLE X
HOLIDAYS**

Section 1. Holidays

The following shall be paid holidays for all full-time Employees:

New Year's Day
Martin Luther King's Birthday

Lincoln's Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day
One personal day

Section 2. Holiday Observance

For Employees whose workweek is Monday through Friday (inclusively), when any of these holidays falls on Saturday or Sunday, Monday shall be considered the holiday.

Section 3. Holiday Eligibility Requirements.

In order to be eligible for holiday pay, Employees must work their last regularly scheduled workday immediately preceding and their first regularly scheduled workday immediately following the holiday, unless prior approval is given by the Superintendent of Public Works. Proper use of sick leave, vacation or other approved paid or unpaid time off shall be granted prior to approval by the Superintendent of Public Works when appropriate.

In the event of an emergency or other situation which demands immediate or special attention, an Employee may be required by the Employer to work on a holiday. Employees that are required to work on a holiday shall be compensated for eight (8) hours for the holiday and time and one half or their regular straight time hourly rate of pay for all hours worked.

For the following holidays, Employees that are required to work shall be compensated for eight (8) hours for the holiday and double time their regular straight time hourly rate of pay for all hours worked:

New Year's Day
 Martin Luther King's Birthday
 Lincoln's Birthday
 Memorial Day
 Independence Day
 Labor Day
 Veteran's day
 Thanksgiving Day
 Friday following Thanksgiving
 Christmas Day

Section 4. Advance Notice.

Employees scheduled to work a holiday shall be given as much advance notice as possible.

**ARTICLE XI
VACATIONS**

Section 1. Vacation Accumulation Rate.

Employees shall earn vacation at the rate of eighty (80) hours per year for the first four (4) years of City service. The first eighty (80) hours of vacation time will be available during the calendar year in which the first anniversary date of employment falls. Vacation shall be earned after five (5) years of continuous service as follows:

5-10 years	120 hours	(15 days)
11 years	128 hours	(16 days)
12 years	136 hours	(17 days)
13 years	144 hours	(18 days)
14 years	152 hours	(19 days)
15 years	160 hours	(20 days)
16 years	168 hours	(21 days)
17 years	176 hours	(22 days)
18 years	184 hours	(23 days)
19 years	192 hours	(24 days)
20 years or more	200 hours	(25 days)

Vacations are earned as of the Employee's anniversary date.

Section 2. Vacation Carry-Over.

Employees must take accrued vacation time before the end of the calendar year (January 1 - December 31). There shall be no carry-over of vacation time. The Employer shall pay any Employee for accrued and unused vacation time of five (5) days or less within thirty (30) days following the end of the calendar year in which the vacation was accrued. Amounts over five (5) accrued at the end of the calendar year shall be paid into the Employee's VEBA Account pursuant to Article XII of this Agreement.

Section 3. Vacation Eligibility Requirements.

Employees shall start to accumulate vacation credit as of their first date of employment. Employees shall not accrue vacation leave for any pay period during which they are on layoff, worker's compensation related absence in excess of thirty (30) days, or on general leaves of absence without pay in excess of thirty (30) days.

Section 4. Minimum Vacation Leave.

Vacation leave may be taken in no less than single day increments with five (5) calendar days written notice to the Superintendent of Public Works. No more than two Employees can be on vacation at any given time.

Section 5. Holidays During Vacation Period.

In the event a holiday occurs during the period when an Employee is on approved vacation leave, such holiday shall be considered as a holiday and shall not be counted as part of the Employee's vacation.

Section 6. Vacation Pay.

The rate of vacation pay shall be the Employee's regular straight time hourly rate of pay in effect for the Employee's regular job at the time the vacation is being taken.

Section 7. Vacation Scheduling.

The Superintendent of Public Works or his/her designee shall establish a vacation schedule for Employees sufficiently early each year so that all supervisors can schedule work for the Department. This schedule will include weeks of the year when no vacation will be allowed as to not disrupt the services of the Department. For the purpose of scheduling by seniority, all requests must be submitted between December 1st and December 31st, and are limited to increments of not less than one (1) nor more than fifteen (15) days.

For purposes of scheduling vacations for Union-represented Employees they shall submit to their Superintendent of Public Works, or designee, their choice of vacation schedule between December 1, and December 31 of each calendar year. On January 1, vacation scheduling will be on a first-come, first-served basis. Seniority for the purposes of this Section is defined under Seniority, Section 1, Definition of Seniority.

Section 8. Vacation Call-Back.

In the case of an emergency that requires that Employee's services and no other Employee who is qualified to perform the work is available, the Superintendent of Public Works may cancel that Employee's vacation. If the Employee is required to forego or cancel all or any part of a previously scheduled or approved vacation, the Employer shall reimburse the Employee for all non-refundable expenses he/she may have incurred due to the vacation cancellation.

Section 9. Separation from Service.

Any Employee who is laid off, resigns, retires, or is terminated from the service of the City shall receive vacation pay for all of their accrued vacation upon their separation

from employment with the City. The amount of payment for all unused vacation shall be calculated based upon the Employee's regular straight time hourly rate of pay in effect for the Employee's regular job, on the last workday of the Employee's employment. In the event that an Employee leaves the service of the City prior to his/her anniversary date in a calendar year, and that Employee has taken more vacation time than he/she has actually earned as of the date of his/her termination, the City shall be entitled to deduct unearned vacation pay from the Employee's final paycheck.

ARTICLE XII SICK LEAVE

Section 1. Sick Leave.

Employees covered by this Agreement shall be entitled to accumulate sick leave at the rate of twelve (12) days per year (one (1) day per month). Probationary Employees will accrue sick leave but except for Employees in special probation due to transfer or promotion will not be eligible to receive sick leave benefits until after six (6) months of actual service with the City.

Section 2. Maximum Sick Leave Accumulation.

Employees of the Bargaining Unit shall bank up to a maximum of twenty-five (25) days in their sick day bank. Any sick time over twenty-five (25) days shall be addressed as follows:

The Employer shall establish a VEBA (Voluntary Employee Medical Account) for each Bargaining Unit Employee. There shall be two (2) classifications for the members of the unit, the classifications shall be funded as follows:

1. Any current laborer hired before July 1, 1992

- A) The City at the end of the contract year shall deposit any sick hours in excess of twenty-five (25) days into the VEBA account at the rate in which it was earned that year.
- B) Any vacation time in excess of five (5) days as of December 31st of any calendar year shall be deposited into the VEBA account.
- C) Any overtime that is earned over fifteen (15) hours in any pay period shall be deposited into the VEBA account.

2. All other Public Works Employees

- A) The City at the end of the contract year shall deposit any sick hours in excess of twenty-five (25) days into the VEBA account at the rate in which it was earned that year.
- B) Any vacation time in excess of five (5) days as of December 31 of any calendar year shall be deposited into the VEBA account.
- C) Any overtime that is earned over fifteen (15) hours in any pay period shall be deposited into the VEBA account.
- D) One percent (1%) of each year's salary shall be deposited into the VEBA account.

3. Indemnification: The Union agrees to indemnify and hold the Village harmless against any and all claims, suits, orders, or judgment brought or issued against the Village as a result of any action taken or not taken by the Village under the provisions of this Article.

Section 3. Sick Leave Eligibility Requirements.

Employees shall start to accumulate sick leave credit as of their first date of employment. Employees shall not accrue sick leave for any pay period during which they

are on layoff or other leaves of absence without pay (unless otherwise agreed by the Employer).

Section 3. Sick Leave Utilization Requirements.

Employees with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:

A. Personal Illness or Disability

Any Employee who has contracted or incurred and is suffering from any non-service connected sickness or disability, which renders him/her unable to perform the duties of his/her position, shall be eligible to receive paid sick leave. This also includes periods during which the Employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor's order.

Employees shall also be eligible to utilize their accrued sick leave following the expiration of their duty injury benefits, and for doctor's or dentist's appointments that cannot be scheduled during non-working hours with prior notice to the Superintendent of Public Works, which shall not be unreasonably denied.

B. Household Illness or Disability

Employees may occasionally use accrued sick leave for the care of dependents of their household who may be affected with a short-term illness when no other person is available to provide care.

C. Maternity Leave

Employees shall be eligible to receive paid sick leave, to the extent they have accrued sick leave credit for parental/maternity leave, and such Employees, in accordance with federal laws will not be discriminated against.

Section 5. Sick Leave Pay.

The rate of sick leave pay shall be the Employee's regular straight time hourly rate of pay in effect for the Employee's regular job at the time the sick leave is being taken.

Section 6. Workers Compensation/Disability.

An Employee who suffers job related illness or injury or who contracts a service-connected disease shall be compensated with Worker's Compensation Benefits as provided by State Statute and funded by the Employer.

If an Employee who sustains a job related injury becomes permanently disabled as a result of that injury, the Employee may request a Disability Pension from the appropriate Pension Plan.

Section 7. Sick Leave Notification.

It is the responsibility of each Employee requesting paid sick leave to notify the Superintendent of Public Works.

Employees who are requesting paid sick leave shall notify the Superintendent of Public Works no more than thirty (30) minutes after the time specified for the beginning of their workday. Where someone other than the Employee is or has been requested to make the required notification, the Employee will be solely responsible for that notification.

If an Employee becomes sick or ill during his/her work shift, he/she must notify or cause notification to be made to the Superintendent of Public Works.

In the event no sick leave notification is made within thirty (30) minutes after the start of the workday, or after an Employee becomes sick or ill and leaves work, the Employer shall consider and handle the Employee's absence as an absence without pay, unless the Employee can later substantiate and document that it is impossible to make or cause such notification.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Mayor or his designee.

Section 8. Sick Leave Certification and Approval.

The Superintendent of Public Works or his designee shall have the right to require documentation to support the reason given for any absence by an Employee, if the Superintendent or his designee has reason to suspect abuse. Verification of any documentation presented by the Employee may be made prior to the approval of sick pay. Any Employee on sick leave for an excess of three (3) continuous days may be required to submit to a physical examination by a medical physician appointed by and at the expenses of the City of Northlake in order to determine the extent of physical disability, prognosis and possible date of return to work. The failure or refusal by an Employee to submit to such an examination may be cause for disciplinary action.

ARTICLE XIII PERSONNEL FILES

Section 1. Personnel Files.

The Finance Director, or his/her designee, shall keep and maintain an official personnel file for each Employee. The Employee and, with the Employee's written consent, a Union representative, may examine the personnel files so maintained. Such examination may be conducted upon appointment being made with the Finance Director, or his/her designee, provided the Employee obtains the permission of the Superintendent of Public Works to leave the work assignment. Such permission shall not be unreasonably withheld.

Section 2. Time and Pay Records.

The Finance Director shall keep and maintain an official record for Employees. An Employee shall have the right to review his/her time pay records on file with the Employer, after arranging for such review with the Finance Director, or designee and receiving permission from the Superintendent of Public Works.

ARTICLE XIV NON DISCRIMINATION

Section 1. Discrimination Prohibited.

Both the Employer and the Union agree not to discriminate against or harass any Employee covered by this Agreement, on the basis of race, creed, color, national origin, age, sex, sexual orientation, Union activity, political activity or any other basis violative of the law, nor shall the Union discriminate against or harass any non-Union Employee or elected official of the Employer.

Section 2. Association Membership.

The Employer and the Union agree that no Employee shall be discriminated against, intimated, restrained or coerced in the exercise of any rights granted by P.A. 83-1012 or by this Agreement.

Section 3. Residency.

There shall be no set living boundary requirements for Employees covered by this Agreement.

**ARTICLE XV
SUB CONTRACTING**

Section 1. General Policy.

It is the general policy of the Employer to continue to utilize its Employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, or emergency. The Employer agrees that contracting out of any work will not result in layoff of any Employee.

**ARTICLE XVI
NO STRIKE - NO LOCKOUT**

Section 1. No Strike - No Lockout.

During the term of this Agreement, neither the Union or its agents nor any Employees, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike or speedup. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of Employees covered by this Agreement.

Section 2. Union Responsibility.

The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage Employees violating the No Strike/No Lockout Section of this Agreement to return to work.

Section 3. Discipline.

The Employer may discharge or discipline any Employee who violates Section One (1) of this Article and any Employee who fails to carry out his responsibilities under Section Two (2) of this Article.

Section 4. Judicial Restraint.

Nothing contained in herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event of a violation of this Article.

**ARTICLE XVII
SCHOOLS, SEMINARS, REIMBURSEMENT, AND
EDUCATIONAL INCENTIVES**

Section 1. Employment Development and Training.

The Employer shall endeavor to provide Employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in Employees' work assignments and periodic changes therein, including where available and relevant to work, procedural manuals. The Employer subscribes to the principles of career ladders and promotions within the organization. The Employer encourages Employees to participate in job related training and education programs.

Section 2. Conferences and Seminars.

Employees shall be granted reasonable amounts of leave with pay to attend job-related meetings, conferences, and seminars. The Employer shall make every best effort to pay the cost of attendance fees, overnight travel allowances, and other travel expenses as allowed by official travel policy.

Section 3. Tuition

The Employer encourages Employees to improve and upgrade their skills through participation in job related courses at local high schools, trade schools, colleges, and universities. Tuition for approved courses will be reimbursed by the Employer, provided the Employee meets the following requirements:

- a. The program is a job related and the Employee has requested and received prior approval from the Superintendent of Public Works or his designee before enrollment;
- b. The Employee attends an accredited school;
- c. The Employee remains with the Employer for twenty-four (24) months after the course reimbursement. Should the Employee, for any reason, terminate employment prior to the conclusion of the twenty-four (24) month service, the Employee shall reimburse the Employer for full Tuition costs;
- d. The Superintendent of Public Works or his designee submits a Purchase Order in advance of enrollment for proper approval.

The distribution of educational reimbursement by the Employer will be made in the following manner:

- a. The Employer will limit reimbursement for tuition costs to a maximum of \$300.00 per semester per Employee, up to a maximum of \$900.00 per fiscal year per Employee. Under special circumstances the Superintendent of Public Works or his designee may approve reimbursement requests exceeding \$300.00 per semester, provided that no reimbursement to a single Employee shall exceed \$900.00 per year.

- b. To qualify for reimbursement, Employees must have receipts for tuition expenses plus an official transcript and grade report showing that course work was completed with a Grade of "B" or above.
- c. All tuition reimbursement is subject to the availability of funds as provided in the annual budget.
- d. The Employer will reimburse Employees for the cost of any licenses required for employment.

ARTICLE XVIII BEREAVEMENT LEAVE

Section 1. Bereavement Provisions.

Any Employee, upon request, shall be granted three (3) consecutive days of bereavement leave without loss of pay immediately following the death for the purpose of mourning the death of a member of his/her immediate family. More than three (3) unpaid days may be granted at the discretion of the Employer, depending on the circumstances of each case.

In considering such circumstances, the Employer shall not be arbitrary, capricious or discriminatory. Immediate family shall mean:

- Mother, father;
- wife, husband;
- daughter, son (including step or adopted);
- sister, brother (including half or step);
- mother-in-law, father-in-law;
- daughter-in-law, son-in-law;
- grandparent;
- grandchild;
- foster child.

ARTICLE XIX

INSURANCE

Section 1. Hospitalization and Dental Insurance.

The Employer shall provide group health insurance and dental insurance to all Employees. The Employee shall make the following percentage contribution to the insurance premium costs provided that during the term of this Agreement an Employee's monthly contribution shall not exceed \$250.00 for single coverage and \$400.00 for family coverage:

2020	10%
2021	10%
2022	10%
2023	10%
2024	10%

Section 2. Retirement Coverage.

The Employer shall make the City's group medical plan available to retirees retiring under the Illinois Municipal Retirement Fund ("I.M.R.F.") and eligible dependents at the Employee's expense as provided by COBRA.

Section 3. Life Insurance.

The City shall provide, at no cost to the Employees, term life insurance in the amount of \$50,000.00 payable upon death to the Employee's beneficiary or the Employee's estate. The Employee may elect to purchase, at the Employee's sole cost and expense, additional term life insurance, in which event the Employer will, at the Employee's direction, make the appropriate payroll withholdings to cover the cost of the additional term life insurance.

**ARTICLE XX
LEAVES OF ABSENCE**

Section 1. Jury Duty.

Approval will be granted, with pay, for any jury duty imposed upon any bargaining unit employee; however, any compensation, exclusive of travel allowance which is received, just therefore be turned over to the Employer by the Employee.

ML addressed in Section XII 4c.

Section 2. Retention of Benefits.

Except as otherwise provided in Section 3 of this Article, an Employee will not earn sick leave or vacation credits while on a leave of absence. An Employee on a leave of absence, will be required to pay the cost of insurance benefits in order to keep these benefits in full force and effective during the period of leave. Arrangements for payments of such costs through normal deduction or otherwise must be made with the Employer's payroll office prior to departure for such leave. For the failure to make such arrangements, the Employer may cancel insurance benefits, which will be reinstated upon the Employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan and COBRA.

Section 3. Family Medical Leave Act.

Employees covered under the federal Family and Medical Leave Act of 1993 may be eligible for twelve (12) weeks unpaid leave in the event of the birth, adoption or foster care of a child, or a serious health condition of an employee or immediate family member (as defined by the Act) requiring in-patient care or continuing treatment by a health care

provided. Consequently, the parties agree that Employees must provide the Employer with thirty (30) days notice before taking such leave or notify the Employer as soon as practical. Before going on unpaid leave status for the birth, adoption or foster care of a child, an Employee is required to use all accrued unused personal days and all accrued unused vacation leave in excess of forty (40) hours. Before going on unpaid leave status for the serious health conditions of a family member requiring in-patient care or continuing treatment, an Employee is required to use all accrued unused personal days and all accrued unused vacation leave. In the event an Employee does not return to City employment after taking leave under this Section, the Employer may recapture the cost of any health insurance premiums paid by the City for the Employee's benefit during the leave.

ARTICLE XXI UNIFORMS

Section 1. Uniform Policy.

The Employer shall pay a \$975.00 per year uniform allowance (which includes boots) for 2020. This amount shall be increased to \$1,000.00 for 2021, \$1,025.00 for 2022, \$1,050.00 for 2023 and \$1,075.00 for 2024. All shirts worn by Employees shall have a City of Northlake logo.

Section 2. Uniform Changes.

Any changes in the uniform of the Employees shall be at the expense of the Employer.

Section 3. Cell Phone Reimbursement.

Bargaining Unit Employees, other than foremen, shall be reimbursed \$35.00 per month for cell phone usage. Foremen shall be reimbursed \$45.00 per month cell phone usage. Said phone reimbursement shall be paid twice a year at six (6) month intervals.

**ARTICLE XXII
WAGES**

Section 1. Wages Rates.

The wage rates per hour for the classifications set forth in this Agreement shall be as provided in Appendix A.

Section 2. Longevity Bonus.

In addition to the wages described in Section One (1) above, any Employee who has been employed by the Employer for ten (10) years shall receive a longevity bonus equal to two percent (2%) of the Employee's annual base salary. The longevity increase shall be paid starting on the tenth anniversary of the date that the Employee began employment with the Employer.

Employees shall receive additional longevity bonuses of one percent (1%) for each additional five (5) year increment of employment with the Employer beyond ten (10) years. These additional longevity increases shall be paid starting on the Employee's anniversary date of hire.

Section 3. Water Operator Stipends.

Any Employee who has been employed by the Employer for at least five (5) years and who has obtained a Class "C" Water Operator license shall receive an additional monthly stipend of \$650.00 for 2020, \$675.00 for 2021, \$700.00 for 2022, \$725.00 for

2023 and \$750.00 for 2024. This stipend shall be paid to the first Employee who meets the requirements for this stipend.

Section 4. Safety-Training Coordinator

The City shall designate one (1) Employee to serve as the Safety-Training Coordinator. The duties of that position shall be determined from time to time by the City and shall be in addition to the Employee's other duties. The City may, in its sole discretion, replace the Employee designated as the Safety-Training Coordinator with another Employee and the replacement shall not be subject to the grievance/arbitration process set forth in this Agreement. The Employee shall receive an additional monthly stipend of \$150.00 for serving as the Safety-Training Coordinator.

**ARTICLE XXIII
MISCELLANEOUS**

Section 1. Military Leave.

Military leave shall be granted in accordance with applicable law and leave shall not be charged against vacation or sick leave. Any Employee who was a member of the military service, including the Reserve or National Guard, at the time that the Employee was hired by the Employer, shall be compensated by the Employer for the difference between the Employee's military compensation and his normal salary, less normal payroll deductions provided that this benefit shall only be paid during the Employee's initial enlistment period.

**ARTICLE XXIV
SAVINGS CLAUSE**

Section 1. Savings Clause.

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 an existing or subsequently enacted Federal or State legislation, or by Presidential Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those rendered or declared unlawful, invalid, or unenforceable.

**ARTICLE XXV
DURATION**

Section 1. Duration and Notification.

This Agreement shall be effective as of January 1, 2020 and shall remain in full force and effect until 11:59 p.m. on December 31, 2024. It shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, at least 90 days prior to the expiration date that it desires to modify this Agreement.

**ARTICLE XXVI
DRUG AND ALCOHOL TESTING**

Drug and alcohol testing of Employees shall be governed by the provisions of Appendix B.

**ARTICLE XXVII
EMPLOYEE RIGHTS**

Section 1. Photo Dissemination.

No photo of an Employee under investigation shall be made available to the media prior to a conviction for a criminal offense, or prior to a decision being rendered by and arbitrator of final resolution of a grievance.

Section 2. Compulsion of Testimony.

The Employer shall not compel an Employee under investigation to speak or testify before, or to be questioned by a non-governmental person or non-governmental agency relating to any matter or issue under investigation, except that such Employee may be compelled to cooperate with the City's insurance carriers if the Employee seeks to be indemnified, defended or otherwise protected by the City.

Section 3. Just Cause Standard.

No Employee covered by this Agreement shall be suspended, relieved from duty, or disciplined in any manner without just cause.

**ARTICLE XXVIII
SAFETY**

The Employer recognizes its responsibility to provide a safe and healthy place to work, accordingly.

If an Employee has justifiable reason(s) to believe that his safety and health are in danger due to an alleged unsafe working condition or alleged unsafe equipment, he/she shall inform his supervisor and the Employer shall have the responsibility to determine what action, if any be taken including whether or not the job should be performed.

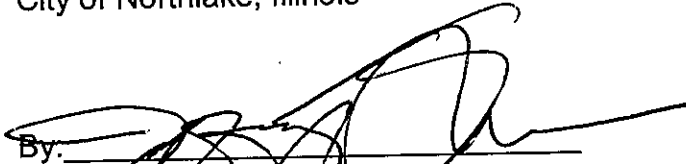
**ARTICLE XXIX
PAST PRACTICES**

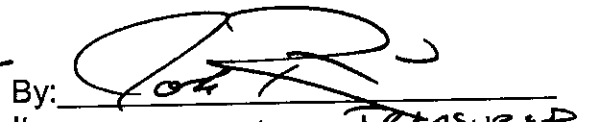
This Agreement supersedes and cancels all prior practices and agreements whether written or oral, unless expressly stated in this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures on this 27 day of January 2020.

City of Northlake, Illinois

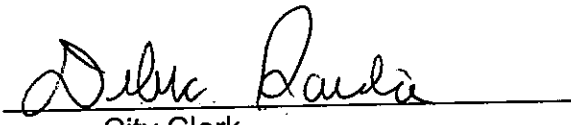
Service Employees International
Union, Local 73

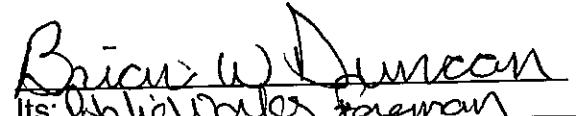
By: 
Mayor Jeffrey T. Sherwin

By: 
Its: SECRETARY - TREASURER

Attest:

Attest:


Deputy City Clerk


Its: Debra Paula Foreman

APPENDIX A

1. Hourly Wage Rates Base Pay

Beginning	Laborer	Working Foreman	Supervisor Foreman
1/1/20	\$34.94	\$39.50	\$41.56
1/1/21	\$35.99	\$40.69	\$42.81
1/1/22	\$37.07	\$41.91	\$44.09
1/1/23	\$38.19	\$43.17	\$45.42
1/1/24	\$39.33	\$44.47	\$46.78

2. Starting Hourly Wage Rate

The starting hourly wage rate for newly hired Employees shall be as follows:

1/1/20	\$24.72
1/1/21	\$25.46
1/1/22	\$26.23
1/1/23	\$27.02
1/1/24	\$27.83

The hourly wage rate of a newly hired Employee shall be increased by twenty percent (20%) on the annual anniversary of the Employee's hire date until the Employee's wage rate is equal the hourly wage rate then in effect for Employees in the Laborer classification.

APPENDIX B

**EMPLOYEE DRUG TESTING POLICY
OF THE
CITY OF NORTHLAKE**

**ADOPTED BY THE CITY COUNCIL
OF THE
CITY OF NORTHLAKE**