

# AGREEMENT

BETWEEN THE  
CITY OF BERWYN  
&  
SERVICE EMPLOYEES' INTERNATIONAL UNION  
LOCAL 73

January 1, 2024 thru December 31, 2030



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## AGREEMENT

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

### ARTICLE 1 RECOGNITION

#### Section 1.1: Recognition:

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 the below listed job classifications excluding all confidential, managerial employees and all other employees of the City:

#### A) Job Classification

1. All full time and part time **uniformed** employees to include Community Service Supervisor, Community Service Officers, Booking Officers, Head Booking Officer, and Parking Enforcement Officers.
2. All full time and part time **non-uniformed** employees to include Records/Information Services (IS) Clerks, Records/Information Services (IS) Manager, Crossing Guard Supervisor, Secretary, Project Analyst, Data Analyst and Disposal Manager, Compliance Analyst, Investigations Analyst, Investigative Aide, Public Relations Specialist, Facilities Maintenance Manager, Facilities Maintenance Assistant, and Civilian Evidence Clerks.
3. All seasonal Crossing Guards

#### B) Definitions

**Full Time Employee:** Members who have been employed by the municipality with the expectation that they will regularly be scheduled to work 40 hours per week on a continuous year-round basis (2080 per year).

**Half Time Employee:** Members who have been employed by the municipality with the expectation that they will be regularly scheduled to work at least 20 hours per week on a continuous year-round basis (1040 hours per year).

**Part Time Employee:** Members who have been employed by the municipality with the expectation that they will work less than 20 hours per week and under 1000 per year on a continuous year-round basis.

**Seasonal Employee:** Members who have been employed by the municipality on a seasonal basis without regard to the hours worked.

#### Section 1.2: New or Merged Job Classifications

The Employer shall promptly notify the Union of its desire to establish a new classification or a

successor title to any present classification. No title which is already in use in another bargaining unit in the City shall be used as a successor title. Where the successor titles are used to clarify employee duties within the bargaining units or where there are no changes in duties of where the new classification or successor title involves "de minimis" changes in or additions to present duties, such new classification or successor title shall automatically become part of this bargaining unit and shall be covered under this agreement.

Where the present employees are placed by the Employer in a new classification, under Article 1, or remain in a successor title or classification, their time-in-title seniority shall consist of all time in the present (new or successor) class plus all time in the title immediately preceding.

Upon request of the Union, the Employer shall meet and discuss the pay grade/rate and placement within the Employer's promotional lines, as established by the Employer, for the new or merged classifications.

### **Section 1.3: Abolishment of Job Classification**

If the Employer intends to abolish a job classification within a department or bargaining unit, the Employer shall notify the Union affected as soon as it is known and, upon request, meet and discuss the Employer's intention. The Employer shall advise the Union of its reasons and how, if at all, the work presently being performed by members of the unit will be performed in the future. Abolishment shall be defined as the layoff of all present members of the classification in a department or job title, or the creation of a new department or agency within the City of Berwyn's government.

### **Section 1.4: New Hires**

New appointments to the police department shall be placed on a one (1) year probationary period and may be terminated during that period. One year is equal to 2080 hours of Employer observed work as a bargaining unit employee to include paid benefits, but excluding suspension days, unpaid sick days, paid or unpaid FMLA leave, medical leave, or other leave time where the employee is not actively performing their assigned duties.

One year of observed work for any other class of member shall be 1040 hours served as a bargaining unit employee to include paid benefits, but excluding suspension days, unpaid paid or unpaid FMLA leave, medical leave, or other leave time where the employee is not actively performing their assigned duties.

### **Section 1.5: Seniority**

Seniority is the continuous length of service with the Employer for purposes of pay and benefits. Classifications Seniority applies to the distinct classifications as outlined in Section 1.1 of the Article. Seniority shall be defined as continuous service with the Employer. Part-time bargaining unit employees who move to full-time status within the bargaining unit after the ratification of this

agreement will be credited for seniority on a pro-rata basis calculated in whole months by the number of hours actually worked based on a 2080-hour work year.

Current employees of the City who had previously served as permanent parking collection contractors with Municipal Revenue Associates (MRA) have been given combined service credit seniority for their tenure inclusive of both positions. Combined service credit is applicable for the limited purpose of accruing vacation benefits commensurate with other employees with the same seniority.

**Section 1.6: Gender Reference**

All references to the employees in this agreement are intended to designate both sexes, and whatever the male gender is used it shall be construed to include both male and female employees.

**Section 1.7: Provisions of Agreement**

This Agreement constitutes the full and complete agreement between the parties and supersedes all prior agreements between the parties or their representatives, oral or written, including all practices not specifically preserved by the express provisions of this Agreement. This Agreement is the entire agreement between the parties and is the result of extensive negotiations in which both parties had the right and opportunity to submit proposals and to negotiate their proposals with the other party.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**Section 2.1: Management's Rights**

It is agreed that the Unions and the employees will cooperate with the Employer to liberally construe this Agreement to facilitate the efficient, flexible, and uninterrupted operation of the Employer. The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the City and administration thereof, and the right:

- A. to determine the organization and operation of the Employer and any department or agency thereof.
- B. to determine and change the purpose, composition, and function of each of its constituent departments and subdivisions.
- C. to set reasonable standards for the services to be offered to the public.
- D. to direct its employees, including the right to assign work and overtime.

- E. to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule its employees.
- F. to establish work schedules and to determine the starting and quitting time, and the number of hours worked.
- G. to add, delete or alter methods of operation, equipment, or facilities.
- H. to determine the locations, methods, means and personnel by which operations are to be conducted.
- I. to establish, implement and maintain an effective internal control program.
- J. to suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- K. to add to, delete or alter policies, procedures, rules, and regulations.

**Section 2.2: Rules and Regulations**

The Employer shall have the right to make, and from time-to-time change, reasonable rules and regulations, after prior notice to and discussion with the Union, and to require employees' compliance there with upon notification to employees, provided that no such rule or regulation or change therein shall be contrary to or inconsistent with this Agreement or law.

**Section 2.3: Shift Selection**

Full time bargaining unit members shall select shifts by seniority.

**Section 2.4: Crossing Guard Assignments**

In the beginning of each school year Crossing Guards shall pick their crossing by seniority. The Employer may change an employee's crossing for just cause or temporarily assign crossing guards to alternate corners during critical shortages.

**ARTICLE 3**

**UNION MEMBERSHIP, DUES DEDUCTION AND REMITTANCE**

**Section 3.1: Union Membership**

- A. Employees hired into positions recognized in §1.1 of this agreement, will maintain membership in the Union upon completion of 30 days of employment, except those covered employees who decline membership in writing to the Union and the City.
- B. Upon hiring, the employer shall provide to the Union the name, address, classification, rate of salary and starting date of the employees in the bargaining unit.
- C. It is further agreed that 30 days after the execution of this agreement or the employee's date of hire or entry into the Bargaining Unit, whichever is later, the Employer shall

deduct from the earnings of employees who are members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted under the terms and procedures to be agreed to between the Employer and the Union..

- D. Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

**Section 3.2: Activity Report**

Upon request, the Employer shall provide to the union, on a yearly basis, a unit activity report of current active bargaining unit members that will list retirements, resignations, discharges, terminations, leaves of absence, suspensions, reinstatements, reappointments, transfers (change of departments and change of payroll); appoints (which also includes promotions and demotions), and deaths. Each month the Employer will provide to the union the current month's unit activity report and the updated report from the previous month.

**Section 3.3: C.O.P.E.**

The Employer agrees to deduct from the pay of those employees who individually request voluntary contributions to the SEIU 73 C.O.P.E. Fund. The Union shall notify the Employer in writing of the amount that is to be deducted from the employee's paycheck. Such deductions shall be remitted to the Union on a semi-monthly basis.

**Section 3.4: V.E.B.A.**

The City shall implement a Voluntary Employees Beneficiary Association ("VEBA") plan for each covered employee. Contributions to the VEBA shall be made in accordance with Section 501c(9) of the Internal Revenue Code. Contributions may be made on behalf of members as mutually agreed by the City and the Union from various employee sources of payments duly authorized under the I.R.S code. All such deductions shall be contributed by the City to the Plan Administrator for VEBA for deposit with the Trustee in accordance with the terms of the Employer Participation Agreement. Employees shall be responsible for any VEBA administrative fees.

**Section 3.5: Deferred Compensation 457 Plan**

Employees covered by this agreement may participate in the 457 Deferred Compensation Plan currently offered by the City.

**ARTICLE 4**  
**NO STRIKE OR LOCKOUT**

**Section 4.1: No Strike**

During the term of this Agreement the Union, their officers, or members shall not instigate, call,

encourage, sanction, recognize, condone, or participate in any strike.

**Section 4.2: Union's Responsibility**

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any bargaining unit employee, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all reasonable steps in good faith to end such action, the Employer agrees that the Union shall not be responsible for, and that it will not bring action against the Union to establish responsibility for such wildcat or unauthorized conduct.

**Section 4.3: No Lockout**

The Employer agrees not to lock out the employees for the term of this Agreement.

**ARTICLE 5**  
**BILL OF RIGHTS**

**Section 5.1: Union Representation**

At any meeting between the Employer and an employee in which the employee may be disciplined, including disciplinary investigations, where discipline is to be discussed, a Union representative shall be present unless this requirement is waived in writing by the employee. The employee has the right to leave any such meeting and wait in the area or premises until a Union Representative is present at which one or more supervisors are present. No such meeting shall proceed until a reasonable time and opportunity are provided for a representative to be present unless this requirement is waived in writing by the employee.

**Section 5.2: Notification of Complaint**

All employees who have been identified as the subject of a registered complaint will be notified in writing within ten (10) work days, except if the matter involves an investigation where surveillance or confidentiality is necessary to complete the investigation, in which event the employee shall be notified within ten (10) work days after the surveillance is completed, or where confidentiality is necessary to complete the investigation, within ten (10) work days after the investigation is completed. This Section shall not apply to any order of a Federal or state court, grand jury or prosecutor, where the matter involved is under criminal investigation and the Employer is directed not to reveal the complaint or investigation.

**Section 5.3: Conduct of Disciplinary Investigation**

Whenever an employee covered by the Agreement is the subject of a disciplinary investigation, other than summary punishing the police department, the interrogation will be conducted in the following manner:

- A. The interrogation of the employee, other than in the initial stage of the investigation, shall be scheduled at a reasonable time, while the employee is on duty.



- B. The interrogation, depending upon the allegation, will take place at the office of the interrogator.
- C. Prior to an interrogation, the employee under investigation shall be informed of the person in charge of the investigation, the interrogator and the identity of all persons present during the interrogation. When a formal statement is being taken, all questions directed to the employee under interrogation shall be asked by and through one interrogator.
- D. No anonymous complaints made against any employee shall be made the subject of an investigation, unless the allegation is concerning criminal nature; provided, however, anonymous complaints may be used to develop independent corroborative evidence.
- E. All investigations will begin within 30 days of the complaint, unless the Employer cannot do so for cause, such as the employee is not available to permit the investigation; the Employer does not have sufficient manpower to conduct the number of investigations involved, or the complaint relates to a planned course of conduct at a future date.
- F. Immediately prior to the interrogation of an employee under investigation, the employee shall be informed of the nature of the complaint.
- G. The length of interrogation sessions will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.
- H. An employee under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as an inducement to provide information relating to the incident under investigation or for exercising any rights contained herein, provided an employee may be disciplined, including discharged, for failure to answer questions or otherwise cooperate with the Employer's investigation.
- I. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.
- J. If the allegation under investigation indicates a recommendation for dismissal is probably against a police department employee, said employee will be given the statutory administrative proceedings rights, or if the allegations indicate criminal prosecution is probable against said employee, said employee will be given the constitutional rights concerning self-incrimination prior to the commencement of interrogation.
- K. If the employee may be subject to discipline, the employee shall have the right to be represented by a representative of the Union. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have its interrogation unduly delayed. No representation is mandatory at a fact-finding meeting between employee and Employer.

- L. The results of the polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.
- M. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by any non-governmental agency relating to any matter or issue under investigation.

**Section 5.4: Personal Assets**

No employee shall be required or requested to disclose any item of his/her property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his/her family or household) unless such information is necessary in an internal investigation with regards to the employee's assets and/or allegation of theft or bribery, unless involved in a criminal investigation.

**Section 5.5: Personal Information**

No photograph or personal information of a current bargaining unit member will be disclosed by the Employer to the media or general public at any time during the term Agreement unless the employee approves of such disclosure in writing in advance of its release or unless involved in a criminal investigation. Such approved disclosures will include the address of the Employer and telephone number of the Employer and in no event shall include the employee's home address or home telephone number.

**Section 5.6: Union Site Visit & Investigations**

Authorized representatives of the Union shall be permitted entry to the premises of the Employer at any reasonable time for purpose of handling grievances, observing conditions under which employees are working and to administer this Agreement consistent with current practices. The Union will not abuse this right. The Union shall be responsible for keeping the Employer continuously informed, in writing, of the names of the Union's authorized representatives. Due to the Security of the Berwyn Police Department, the Union Representative may not be left unattended while in the Police Department.

**ARTICLE 6**  
**EMPLOYEE SECURITY**

**Section 6.1: Just Cause Standard**

No non-probationary employee covered by this Agreement shall be, demoted, discharged, or disciplined without just cause.

### **Section 6.2: Supervisory Members**

The Community Service Supervisor, Crossing Guard Supervisor, Head Booking Officer, Records/Information Services Manager, and Facilities Maintenance Manager are recognized in this unit as supervisory members which are not interchangeable with any other subordinate job titles and any reassignment to a subordinate position is considered a demotion requiring just cause.

### **Section 6.3: File Inspection**

The Employer's personnel files and disciplinary history files relating to any employee, upon due notice, shall be open and available for inspection by the affected employee during regular business hours. Said files shall be made available for inspection by the affected employee no later than fourteen (14) working days after the Employer's receipt of notice from the employee. Nothing in this Section shall be construed as in any way limiting employee's rights to access personnel files as provided under State law.

### **Section 6.4: Use of File Material**

Disciplinary investigation files will not be used two (2) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the two-year period.

### **Section 6.5: Traditional Work**

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees except where: 1) The task is a common responsibility shared with other groups or units 2) in emergencies 3) to train or instruct employees 4) temporary substitutions 5) to do troubleshooting or where special knowledge is required 6) when there is no bargaining unit member available to complete the task.

The Employer will not automatically assign duties to employees of another Union to perform work due to routine absences such as vacations, sick calls, tardiness, rush assignments, when regular on-duty personnel are otherwise occupied with other duties, or for the sole purpose of avoiding overtime compensation. All attempts will be first made to fill the duties with a bargaining unit member before alternative assignments are made. Bargaining unit members deemed essential may be forced into overtime or have their regular hours modified in the event that overtime is refused by all other eligible employees.

### **Section 6.6: Fitness for Duty**

In the event of a dispute over an employee's ability to return to work or who is sent to a fitness for duty exam, the matter shall be referred to a physician selected by the City's third-party administrator if applicable, or to a physician mutually agreed to by the Employer and the union. The neutral physician shall decide whether the employee is capable of performing the essential functions of the employee's position, with or without reasonable accommodations if available. The decision of the physician so selected shall be final. His/her fees shall be shared equally by the Employer and employee.

**ARTICLE 7**  
**GRIEVANCE AND ARBITRATION**

**Section 7.1: Grievance Procedure 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 spelled out in this Article except for matters of suspension and discharge.

**Section 7.2: Procedure**

**Step 1:** Any employee, with his Union representative, covered by this Agreement who has a grievance shall present it to the immediate unit supervisor within five (5) working days, unless extenuating circumstances exist than a grievance shall be presented in a reasonable time frame, 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 Chief of Police or his designee within five (5) working days after the designated supervisor's answer in Step 1. The Chief of Police 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 Chief of Police 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 Chief of Police answer in Step 2: A meeting between the Mayor or his designee, and the Chief of Police 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 7.3: 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 arbitrator, each party will alternatively strike one name from the list-until only one 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 amending, modifying, nullifying, ignoring, adding to, or subtracting 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 submitted to him. The arbitrator shall be without power to make any decision after 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 the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

**Section 7.4: Request for 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 7.5: Implementation of the Decision**

The Employer and the Union will have sixty (60) days from the date of the Arbitrator's decision to implement the decision.

**ARTICLE 8**  
**NON-DISCRIMINATION**

**Section 8.1: Equal Employment Opportunities**

The Union agrees to work cooperatively with the Employer to ensure equal employment opportunities as required by law in all aspects of the Employer's personnel policies.

**Section 8.2: No Discrimination**

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap, Union activity.

**Section 8.3: Union Stewards**

Employees acting as Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

**Section 8.4: Reasonable Accommodation**

In the event the Employer shall be required to make a reasonable accommodation under the Americans with Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the Union.

**Section 8.5: Union Activity**

The Employer agrees that no employees shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Labor Relations Act or by this Agreement, or on account of membership in, or activities on behalf of the Union.

**ARTICLE 9**  
**WAGES AND HOURS**

**Section 9.1: Wages**

Effective on January 1, 2024, Employees covered by this Agreement shall be paid as follows:

- A. On January 1, 2024, all employees covered by this Agreement will receive a 2.75 % increase to the existing wage schedule.
- B. On January 1, 2025, all employees covered by this Agreement will receive a 2.75 % increase to the existing wage schedule.
- C. On January 1, 2026, all employees covered by this Agreement will receive a 3.0 % increase to the existing wage schedule.
- D. On January 1, 2027, all employees covered by this Agreement will receive a 3.0 % increase to the existing wage schedule.
- E. On January 1, 2028, all employees covered by this Agreement will receive a 3.0 %

increase to the existing wage schedule.

- F. On January 1, 2029, all employees covered by this Agreement will receive a 3.5 % increase to the existing wage schedule.
- G. On January 1, 2030, all employees covered by this Agreement will receive a 3.5 % increase to the existing wage schedule.
- The Employer may set a probationary wage for any position in the bargaining unit.
- Pursuant to the base wage adjustment effective January 1, 2022, certified Booking Officers are at a base wage \$7,500.00 higher (hourly conversion) than non-certified Booking Officers.

### **Section 9.2: Call Back**

Any employee who is called back to work outside of his/her regular scheduled shift shall be compensated at the overtime rate of one and one-half (1 ½) times their hourly rate of pay. The employee will receive a minimum of three (3) hours of pay at the overtime rate for the call back. The employee shall report expeditiously and within one (1) hour of contact and shall be on standby/available to work for the entire three (3) hour period. Call back time shall begin when the employee has arrived for duty at the Berwyn Police Department.

If the call back overlaps with the employee's regular shift, the employee shall be compensated with the appropriate call back time rate of pay and the employee's regular shift shall continue until the employee's normal end of tour.

### **Section 9.3: Normal Workweek & Workday**

- A. The normal workweek for uniformed full time bargaining unit members shall consist of five (5) eligible eight (8) hour workdays in a Departmental Calendar week. Uniformed employees are deployed on all shifts based on the needs of the department. Employees deemed essential may be assigned or re-assigned to support departmental operations. The City reserves the right to determine the number of employees in any unit needed per shift.
- B. The normal work week for non-uniformed full-time bargaining unit members shall consist primarily of a Monday through Friday schedule which coincides with normal municipal business hours based on the purpose of the unit and nature of the assignment. Normal municipal business hours include the hours that the employee's office is open to the public for the transacting of municipal business. Some examples of municipal business include fine payments, local adjudication hearings, wheel lock removals, records requests, and other necessary public interactions.
- C. The normal workweek for Full Time Booking Officers shall consist of a 28-day

rotation of 12 hour shifts according to the following:

12-hour day shift will be scheduled from 6:00 a.m. - 6:00 p.m.

12-hour night shift will be scheduled from 6:00p.m. - 6:00 a.m.

12-hour power shift will be scheduled from 4:00 p.m. - 4:00 a.m.

- D. The Bond Court Officer will be the only Booking Officer assigned to an eight (8) hour Monday through Friday workday. Any Bond Court officer assigned to 8-hour shifts shall follow the weekday holiday observance and benefit schedule of the other 40-hour employees in the unit. The special benefits given generally to Booking Officers in this Agreement are intended to compensate members of the Booking Officers group for being assigned to a 12-hour rotation rather than given to the job title.

- Designated shift times may be adjusted as needed to maintain sufficient staffing levels.

#### **Section 9.4: Changes in Normal Workweek & Workday**

Full Time bargaining unit members workdays, and hours to which employees are assigned shall be designated in the department electronic scheduling system. . Should it be necessary in the interest of efficient operations to establish daily or weekly work schedules departing from the normal workday or the normal workweek, notice of such change shall be given to the Unions as far in advance as is reasonably practicable.

#### **Section 9.5: Overtime Premium**

Full time non uniformed employees shall be eligible for overtime compensation of one and one-half times (1 ½) the employee's regular rate of pay for all time worked in excess of 40 hours in a work week. A work week consists of all scheduled work hours and approved benefit time.

Full time uniformed employees shall be compensated one and one-half (1 ½) times the employee's regular rate of pay for all time worked in excess of eight (8) hours in the day or 40 overall hours in a work week. A non-clerical work week consists of all scheduled hours and approved benefit time.

Booking Officers shall be compensated one and one-half (1 ½) times the employee's regular rate of pay for every hour worked over their regular scheduled shift or hours in excess of 84 compensated hours in a pay period to include all hours and approved benefit time.

Available overtime will be offered by seniority on a rotating basis with the most senior employee available having the right of first refusal. Employees who elect their right of refusal retain their position in the rotation while employees who select the overtime move to the bottom of the rotation. Essential employees with the least seniority may be forced into overtime provided such a force does not violate FLSA standards. The overtime eligibility list shall be maintained by the Union Steward or a Union member as a designee.

#### **Section 9.6: Compensatory Time**

Except as otherwise noted, compensatory time at one and one-half (1 ½) times the employee's regular rate of pay, may be granted if mutually agreed between the City and the employee, in lieu



of overtime cash payment, in an amount not to exceed eighty (100) hours total accumulation during the contract year. Requests for compensatory time off must be submitted within a reasonable time frame and approved by their direct supervisor or designee prior to use, absent emergency, and shall not be unreasonably denied. Compensatory time off may not be used in increments of less than (1) hour. Any compensatory time which accumulates in excess of 100 hours will automatically be converted to paid overtime and paid to the employee in the pay period in which it is accumulated.

**Section 9.7: No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

**Section 9.8: Merit Pay**

The Mayor has the sole right to grant pay increases for merit and earned certifications as he deems appropriate based on job performances and department needs.

**Section 9.9: Night Shift Premium**

Any full-time employee covered by this agreement who is permanently assigned to the midnight shift hours shall receive a night shift premium of one dollar (\$1.00) per hour for each hour worked in addition to the employee's normal hourly rate. This section does not apply to full-time Booking Officers. Booking Officers shall receive an out of class stipend in the amount of \$9.00 for each shift of 8 or more hours worked on the night shift. addition to the employee's normal hourly rate.

**Section 9.10: Severance Pay**

A full-time employee who has twenty (20) years or more of service with the City of Berwyn, shall upon permanent retirement receive a severance stipend of six (6) weeks regular pay calculated at the time of separation provided that the employee gives proper notice of at least thirty (30) days before their anniversary date or the day they intend to retire. Payment of such severance will not occur until thirty (30) days from the employee's last date of pay. Severance pay will not be calculated for purposes of pension. To be eligible for severance pay under this section, the employee must be fully retired on or before December 31, 2026, as the provisions of this Section expire at 12:01am on January 1, 2027, having no force or effect thereafter.

**Section 9.11: Court Time**

Employees required to appear in court in their official capacity as a witness to a pending case outside of their normal tour of duty shall be compensated at the overtime rate of one and one-half (1.5) times their hourly rate of pay. The employee will be entitled to receive a minimum of four (4) hours of overtime pay for a court appearance during non-work hours unless the court appearance is immediately preceding or extending their regular shift. If the court appearance is on a workday and only causes the employee to start earlier or extend their shift, they will be compensated for the hours actually worked. There will be no pyramiding of overtime minimums and regular work hours. Any hours in excess of four (4) hours that are not contiguous with regular work hours shall be paid at the appropriate overtime rate.

Employees required to attend local ordinance court in their official capacity as a witness to a pending case outside their normal tour of duty shall be compensated at the overtime rate of one and one-half (1.5) times their hourly rate of pay. The employee will be entitled to receive a minimum of three (3) hours of overtime pay for local court appearances during non-work hours unless the court appearance is immediately preceding or extending their regular shift. If the court appearance is on a workday and only causes the employee to start earlier or extend their shift, they will be compensated for the hours actually worked. There will be no pyramiding of overtime minimums and regular work hours. Any hours in excess of three (3) hours that are not contiguous with regular work hours shall be paid at the appropriate overtime rate.

Any bargaining unit employees working to support local adjudication court hearings will be compensated for the hours actually worked in excess of their regular shift or work week and not paid under §9.14 which is intended to compensate employees who attend court as official witnesses.

#### **Section 9.12: Bilingual Stipend**

Any full-time employee who regularly uses foreign language skills in the course of their employment for the purpose of conducting City of Berwyn business is eligible to receive a monthly stipend of \$100.00 for the continued performance of said duties. Half-time employees are eligible for a \$50.00 per month stipend. Stipends must be approved by the direct supervisor who determines the needs of the unit to serve the department.

#### **Section 9.13: Teachers Institute and Emergency Closings**

Crossing guards shall be paid a minimum of 176 days per school year (season). There are inherent differences on the various school district calendars concerning teacher institute days and emergency closings so final days of the school year may be extended accordingly. Therefore, guards will not be compensated for any unworked emergency closing days unless and until the season is completed with less than 176 days compensated.

Due to long term staff shortages, any guard whose shift is canceled on their regular crossing assignment for a teacher's institute day or emergency closing and wants to be compensated for the day in that pay period may elect to accept a crossing in a different school district which is not observing the same emergency off day.

### **ARTICLE 10** **HOLIDAYS**

#### **Section 10.1: Employees Holidays:**

##### **A) Designation**

The following are designated holidays for the eligible employees in the bargaining unit to take paid leave:

1. New Year's Day

2. Dr. Martin Luther King, Jr Birthday
3. Presidents Day
4. Casimir Pulaski Day (Crossing Guards Only)
5. Good Friday
6. Memorial Day
7. Juneteenth
8. Independence Day
9. Columbus Day
10. Labor Day
11. Veterans Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Eve
15. Christmas Day
16. New Years Eve
17. Birthday Holiday (Non-Uniformed Only)

**B) Observation**

Employees of any unit who are regularly assigned to a Monday through Friday work schedule will observe the holidays enumerated in §10.1 (A) and follow the alternative observation schedule promulgated by the City of Berwyn each calendar year for holidays that fall on weekends.

Employees on a police department shift rotation schedule will observe holidays on the actual calendar day of the holiday, regardless of the day of the week.

For the purposes of this article, employees will follow the police department shift schedule with any 8-hour shift commencing after 10pm being considered first shift for the succeeding day. For 12 hours employees who work hours on two calendar days, the calendar day in which they work the most hours will be their designated workday for considering the holiday. For even split shifts, the day the shift starts will be the official workday for considering the holiday.

**C) Accruals**

1. **Full-Time Booking Officers**. Due to the nature of their assignment as essential personnel, Booking Officers shall be assigned 120 hours of holiday leave per year every January 1st that will be treated as floating holiday time. Floating holiday hours may be used at the discretion of the employee with the approval of the supervisor at any time during the year. However, the floating holiday hours are assigned in advance with the expectation of continued employment for the entire year. Employees who separate from service for any reason shall not be entitled to compensation for any holiday which has not yet occurred at the time of separation. If the employee has already used more holiday leave hours than accrued at the time of separation, any residual compensation of any kind owed to that employee will be offset accordingly.

2. **Full-Time Community Service Officers.** The Employer reserves the right to pre-populate anticipated holiday leave hours in the electronic scheduling system at any time during the year. However, holidays are not accrued until their actual calendar date occurs. Employees who separate from service for any reason shall not be entitled to compensation for any holiday which has not yet occurred at the time of separation.

Any CSO on a shift rotation schedule is entitled to receive one floating holiday if they are regularly scheduled to work the holiday and in fact work the holiday. Floating holidays must occur after the holiday is accrued with the lone exception of New Years Eve which may be observed previous to the holiday, but in the same week as the actual holiday. Any floating holiday accrued in a calendar year expires at the end of that calendar year. Employees are prohibited from self-scheduling for the purpose of refusing to observe a designated holiday to earn a floating day in return.

Any CSO who is on a regularly scheduled day off during a holiday designated in §10.1 and in fact observes that regular day off will then observe the holiday on their next actual workday following the holiday.

3. **Seasonal Crossing Guards.** Seasonal Crossing Guards shall receive paid holiday time off on the designated holidays enumerated in §10.1(A) which occur during their school season including summer school, when applicable. Holiday benefits are not accrued until the actual calendar date that the holiday occurs. Employees who separate from service for any reason shall not be entitled to compensation for any holiday which has not yet occurred at the time of separation.
4. **Full-Time Non-Uniformed Employees.** The Employer reserves the right to pre-populate anticipated holiday leave hours in the electronic scheduling system at any time during the year. However, holidays are not accrued until their actual calendar date occurs. Non-Uniformed support employees are expected to observe the holidays as they are designated. No trading dates, in lieu of dates, floating holidays, or additional compensation for working a holiday is provided by this agreement. Employees who separate from service for any reason shall not be entitled to compensation for any holiday which has not yet occurred at the time of separation.
5. **Half-Time Employees.** Part time employees in any unit of assignment that are regularly scheduled at least half-time hours and an observed holiday falls on their regularly scheduled workday are entitled to holiday leave equal to the number of hours they would have worked on that day.

**D) No Stacking Benefits**

Under no circumstance may any employee covered by this agreement stack holiday leave or pay benefits by using both the actual holiday and City observed holiday (if they differ) to earn any benefit or combination of benefits available under Section of Article 10 of this agreement.

### **Section 10.2: School Breaks for Crossing Guards**

The City shall pay all Crossing Guards of the bargaining unit who are scheduled off during Christmas and Easter Break/Spring Break their normal rate of pay, according to the school calendars. All days paid during designated breaks count towards the season total of 176 minimum days of compensation.

### **Section 10.3: Holiday Pay for Non-Booking Officers**

For each designated holiday observed, full time eligible employees are entitled to one full day (8 hours) pay at their regular pay rate without reporting to work. . For each such holiday in fact worked (except the birthday holiday), an employee shall receive holiday pay in the form of 4 additional hours of straight pay for an 8 hour shift. Employees who work more than 8 hours on a holiday shall submit separate overtime requests and will be compensated at the regular overtime rate for all hours in excess of 8 hours on that date.

Part time employees who regularly work at least twenty (20) hours per week are eligible for holiday pay if the holiday observation falls upon a day regularly worked. Qualifying part time employees shall be eligible for compensation equal to one and one-half (1 ½) times their hourly rate of pay for each hour that they work on a holiday.

- Community Service Officers on a shift rotation observe the actual holiday, not the observed alternative holiday. No holiday pay is available to anyone working an “observed” holiday unless they are on a Monday-Friday work schedule.

### **Section 10.4: Crossing Guards Holiday**

Crossing Guards shall receive two (2) hours straight-time pay when scheduled off on a holiday set forth below. Any Crossing Guard who is scheduled to work on a holiday listed in 10.1A shall receive four (4) hour's straight time pay.

### **Section 10.5: Full-time Booking Officers-Holiday Pay**

Full time Booking Officers will receive an additional six (6) hours of straight time pay for working a 12-hour shift on any of the eligible Holidays listed in section 10.1. Full-time booking officers who work in excess of their tour shall submit separate overtime requests and will be compensated at the regular overtime rate for all hours in excess of their regular tour on that date.

### **Section 10.6: Holiday during Vacation**

When a holiday falls within an employee's approved vacation period, an employee's vacation time shall be extended by the number of holiday hours that employee would have received if working that period.

## **ARTICLE 11** **VACATIONS**

### **Section 11.1: Vacation Time**

- A) Full time Employees and Bond Hearing officer (except full-time Booking Officers on 12-hour shift schedule-see Section C) covered by this Agreement shall be entitled to vacation as follows:

<u>Completed Years</u>	<u>Length of Vacation</u>
1	40 hours
2	80 hours
5	120 hours
7	128 hours
9	136 hours
11	144 hours
13	152 hours
15	160 hours
20	176 hours
25	200 hours

**B) Crossing Guards shall continue to receive payment for accrued vacation time in accordance with the following formula:**

<u>Completed Years</u>	<u>Length of Vacation</u>
1	10 hours
2	12 hours
9	20 hours
14	24 hours
24	40 hours

**C) Full time Booking Officers on a 12-hour shift schedule shall be entitled to vacation as follows:**

<u>Completed Years</u>	<u>Length of Vacation</u>
1	48 hours
2	96 hours
5	120 hours
7	132 hours
9	144 hours
11	156 hours
13	168 hours
15	180 hours
20	196 hours
25	220 hours

- Present rules governing the administration of vacation shall remain in effect, including that employees must complete one full year of service to accrue vacation benefits.
- January 1 of every subsequent year after the first completed year is considered the anniversary date for vacation accruals for unit members except seasonal Crossing guards. Seasonal Crossing Guards accrue all benefits at the beginning of their season.

- Vacation benefits are accrued with the expectation of continued employment for the entire year or season. If any employee separates service for any reason other than retirement, accrued vacation benefits shall be pro-rated based on the months worked that calendar year and based on the employee's actual seniority date if it is a year due for increased benefits.
- Any benefit time owed back to the City will be offset by other bank time or final compensation settlements.
- Request for vacation shall not be unreasonably withheld.

#### **Section 11.2: Vacation Selection:**

Vacation selection shall be selected by seniority, provided that the Employer shall have the right to determine the number of employees who can be on vacation at any one time which will not hinder the operation of the Employer.

Uniformed CSO and Booking Officer vacations may, at the Employee's request, subject to the operational and scheduling requirements of the Department, be split into no less than five (5) day increments. Such requests shall not be unreasonably denied. Shift/watch selection will occur prior to vacation selections within each shift/watch.

- Non uniformed employees may use vacation time as individual days or half days if it does not impact department operations and is approved by their supervisor.

#### **Section 11.3: Accumulation**

Vacations shall be taken during the year allowed and shall not accumulate, except upon written permission of the mayor, and where the employee has repeatedly sought to take their vacation during the traditional periods but has been denied the opportunity by the City. Any approved vacation accumulation will result in the residual vacation hours being converted into compensatory time and accumulated as compensatory time in the succeeding year.

#### **Section 11.4: Kelly Days**

Full time Booking Officers working a twelve (12) hour shift schedule will receive an additional 108 hours or nine (9) 12-hour shifts off during each calendar year known as "Kelly Days." Kelly Days must be scheduled at a rate of one (1) 12-hour shift day off for approximately every six (6) weeks worked to lower the total number of hours worked by the employee. Kelly Days must be scheduled only during shifts when two (2) booking officers are working. Kelly Days must be scheduled and used as described above and cannot be banked or accumulated. If a full-time booking officer does not properly schedule and/or request to use their allotted Kelly Days as described, a supervisor will schedule their Kelly Day off. The use of Kelly Days is a new benefit to keep full-time booking officers under FLSA maximum number of hours worked to a total of 2080.

### **ARTICLE 12** **PAID LEAVES**

#### **Section 12.1: Bereavement Pay**

In the event of a death in an employee's immediate family such employee shall be entitled to a leave

of absence up to a maximum of three (3) paid working days. Booking Officers on a 12-hour schedule shall be entitled to a paid leave of absence for up to a maximum of 24 hours.

An employee's immediate family shall be defined as the employee's spouse or domestic partner, parent's, parent in-law, legal guardian, grandparents, grandparent in-law, children, stepchildren, brothers, sisters, or anyone living in the employee's household at the time of their death.

### **Section 12.2: Military Leave**

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that employees, as a condition precedent to payment, deposit his/her military pay for all days compensated by the Employer with the Finance Department. Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that employees, as a condition precedent to payment, deposit his/her military pay for all days compensated by the Employer with the Finance Department.

### **Section 12.3: Jury Duty**

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

### **Section 12.4: Sick Leave**

#### **A. Accruals**

1. All full time Employees except full time booking officers will be credited with eight (8) hours of paid sick leave per month for each month during which the employee is an active employee (i.e not on medical leave, suspended, or other leave of absence except injured on duty).
2. Full time Booking Officers will be credited with forty-eight (48) hours of paid sick leave on January 1 and forty-eight (48) hours of paid sick leave on July 15 for a total of ninety-six (96) paid sick hours per year
3. Seasonal Crossing Guard shall receive ten (10) hours sick time for each school season of service. Employees working during summer school will be allowed to use their days during the summer months if not used during the normal school year.
4. Half-time or greater employees may accrue sick leave based on their regular hours of



work as outlined in the City handbook.

**B. Accumulation**

1. Unused sick leave for all employees except Crossing Guards shall accumulate to a maximum of 320 hours or 324 hours for Booking Officers. Any hours accumulated in excess of these maximum totals will trigger an Employer buyout at the conclusion of the calendar year in which the maximum is exceeded. Payments will be made by the Employer in the following calendar year no later than the first pay period in February. Sick hours will be paid to the employee at the previous year's rate in which they were earned.
2. Crossing Guards who have unused sick time at the conclusion of their season (summer school is considered an extended season) will be entitled to a buyout of any remaining hours at the conclusion of that season buying them down to zero every season at the end of season pay rate.
3. Employees who separate employment for any reason with less than 15 years of service are not entitled to a buyout of any residual sick leave hours accumulated at the time of separation. Employees in good standing with 15 or more years of service who have reached the minimum IMRF retirement age shall be paid for any residual sick leave time accumulated if their separation from duty is for a qualified IMRF retirement.

**C. Terms of Use**

1. Sick leave is an earned and conditional benefit provided to employees who become unable to attend work due to personal illness (including mental health concerns), injury, illness to an immediate family member, or for pre-approved preventative medical or dental health care that is unable to be scheduled during non-work hours. The use of sick leave for any purpose outside of the allowed use is subject to progressive discipline, up to and including termination.
2. Employees must submit all immediate sick leave requests via the electronic scheduling system (for time stamp) at least 90 minutes before the scheduled start of their tour of duty.
3. When an employee misses work due to sick leave, that employee will be considered in sick leave status for a twenty-four (24) hour period beginning at the commencement of their scheduled shift for which sick leave has been granted. During this leave, the employee is expected to be convalescing or seeking medical care. No overtime duty or side employment is permitted while on sick leave.
4. Medical documentation that the employee has complied with §C(1) of this Article is required to receive paid sick leave in any of the following circumstances:
  - a) Any full, half time, or seasonal employee except booking officers who has been on sick leave for three (3) or more consecutive workdays.

- b) Booking officers who have been on sick leave for (2) consecutive shifts.
  - c) Any employee who requests sick leave on a designated holiday in which they are scheduled to work.
  - d) Any employee who requests sick leave on the last scheduled workday immediately before or after an observed holiday.
  - e) Any employee who uses 5 or more sick leave days in a calendar year that fall into a discernable abuse pattern such as:
    - i. Consistently the same day(s) of the week.
    - ii. Immediately before or after regular days off.
    - iii. Immediately before or after other benefit time.
    - iv. Immediately following another shift served in dual role employment.
  - f) Any full-time employee non probationary employees who requests sick leave in excess of 96 of medically undocumented hours in a calendar year.
  - g) Any part time non probationary employee who requests in excess of 48 hours of medically undocumented hours in a calendar year.
5. Sick leave may be used on an hourly basis for any of the permitted purposes designated in §C(1) of this Agreement.

**Section 12.5: Personal Leave**

Each full-time bargaining unit employee shall be credited with 32 hours of Personal Leave each benefit year (Full-time Booking Officers will receive 60 hours each benefit year). Personal Leave does not accrue while the employee is on unpaid leave. Personal Leave Days which remain unused at the end of each contract year shall be converted to Sick Leave Days.

Personal leave hours accrue the January 1<sup>st</sup> following appointment to a bargaining unit position and every January 1<sup>st</sup> thereafter. Personal leave hours are made available on January 1<sup>st</sup> with the expectation of continued service to the City. Employees who separate from service for any reason will receive pro-rated personal leave hours for the current calendar year and any deficit may be offset from other accrued benefit or pay owed at the time of separation.

- Part-time and seasonal employees do not accrue personal leave hours.
- Non uniformed employees may use personal leave time as half days provided that it does not impact department operations and is approved by their supervisor.

**Section 12.6: Injury on Duty**

Any employee who is absent from work due to injury on duty (IOD) shall receive full pay and benefits for the period of absence up to twelve (12) months, provided such injury or illness is certified by the Employer's physician. Such certification shall not be unreasonably withheld. The maximum duty-related time off is twelve (12) months. When an employee's extended leave expires

after the approved twelve (12) month period the employee will not accrue any departmental or contractually granted benefit time

**Section 12.7: Light Duty Due to Pregnancy**

Any request by a pregnant Officer for an assignment to a non-hazardous duty position shall be governed under the applicable provisions of the Illinois Humans Rights Act, 775 ILCS 5/1, *et seq.*

- Post pregnancy light duty assignments, when requested, shall be limited to 6 months in duration after January 1, 2024.

**Section 12.8: Leave of Absence Due to Pregnancy**

In an event an employee is unable to work by reason of pregnancy, the City may grant a leave of absence without pay upon qualified application for leave as set forth in the City of Berwyn handbook. To qualify for such leave, the employee must report the inability to work because of pregnancy as soon as the pregnancy is known and thereafter and thereafter furnish to the City a physician's written statement showing the estimated length of time that the employee will be unable to report to work, together with a written memorandum for such leave.

Before returning from a pregnancy the employee, at the discretion of the City, may be required to have a physical examination by a doctor designated by the City to determine the employee's capacity to perform assigned work. All expenses associated with such a required physical examination shall be borne by the City.

The employee will be terminated immediately if she accepts new employment elsewhere while on a leave of absence covered by this section of the agreement.

**ARTICLE 13**  
**UNION RIGHTS**

**Section 13.1: Union Rights**

Authorized representatives of the Union shall be permitted entry to the premises of the Employer at any reasonable time for purpose of handling grievances, observing conditions under which employees are working and to administer this Agreement consistent with current practices. The Union will not abuse this right, and such right of entry shall at all times be conducted in a manner so as not to interfere with the Employer's normal operations. The Union shall be responsible for keeping the Employer continuously informed, in writing, of the names of the Union's authorized representatives. The Employer may change or set rules of access, provided any change in current practice shall be reasonable and subject to the grievance procedure.

**Section 13.2: Bulletin Boards**

The Union shall have the right of access to a bulletin board at locations where they can be conveniently seen and read by affected employees. The Union shall have the right to post notices concerning Union business on bulletin boards.

**Section 13.3: Union Meetings**

The Union shall have suitable space on the Employer's premises for monthly Union meetings at a convenient work location, provided that such meetings shall not interfere with service to the public or the performance of any duties and shall be subject to reasonable rules of the Employer for the use of its facilities.

**Section 13.4: Grievance Processing**

Reasonable time while on duty shall be permitted Union representatives including stewards, if selected, for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. Stewards shall not unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle or process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

**Section 13.5: Negotiating Team**

Employees designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. The Union will provide a list of the designated negotiation team, requests for such time off shall be granted upon reasonable advance notice.

**Section 13.6: Labor-Management Committee**

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, the head of the department or his/her designee shall meet quarterly with the union representatives. Less or more frequent meetings may occur by mutual agreement of the parties. Requests for more frequent meetings shall not be reasonably denied. Meetings shall be scheduled at a time, place and date mutually agreed upon with due regard for the efficient operation of the Employer's business. The parties may discuss any subject of mutual concern, except for grievances and changes in this Agreement. Each party shall prepare and submit an agenda to the other one week prior to the scheduled meeting.

**Section 13.7: Time Off for Union Activities**

At the Union's request, Stewards and/or Union Representatives shall be allowed time off without pay for legitimate Union business, such as Union meetings, committee and/or board meetings, training sessions or conferences. Nothing shall prevent an employee from using any accumulated time to cover such absences.

Requests for such time off shall be granted upon reasonable advance notice, unless an employee's absence interferes with the operating needs of the Employer, provided that, such requests shall not be unreasonably denied. The employee may, with the written consent of the Supervisor,

adjust the Employer's schedule to permit such attendance.

A reasonable number of elected delegates, up to two (2), will be permitted to attend a State or National Convention once, every three (3) years, without loss in pay for the time spent en route to and from, and attending, the Convention, up to two (2) days for State Conventions and up to five (5) days for National Conventions. The union shall reimburse the City for all authorized leaves for Union Activities. Such time off shall not be detrimental in any way to the employee's record.

**Section 13.8: Break in Service**

Notwithstanding the provisions of any ordinance or rule to the contrary, seniority or continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee:

- A. Quits or resigns.
- B. Is discharged for just cause.
- C. Retires.
- D. Absent for five (5) consecutive workdays without notifying the employee's authorized Employer representative, unless circumstances preclude the employee, or someone in the employee's behalf from giving such notice.
- E. Does not actively work for the Employer for twelve (12) months for any reason except military service, approved Union or medical leave of absence, or duty disability leave.
- F. Is on layoff for more than twelve (12) consecutive months where the employee has less than five (5) years of service at the time the layoff began.
- G. Is on layoff for more than two (2) years if the employee has five (5) years of service or more at the time the layoff began.

**ARTICLE 14**  
**INDEMNIFICATION**

**Section 14.1: Safety**

The Employer shall continue its efforts to provide for a safe working environment for its employees, as it legally required by federal and state laws.

**Section 14.2: Employer Responsibility**

The Employer shall be responsible for and hold employees harmless for and pay for monies or damages which may be adjudged, assessed, or otherwise levied against any employee acting legally within the scope of his employment covered by this Agreement. Nothing in this Section requires the Employer to indemnify an employee committing criminal behavior while acting in his/her official capacity or to pay punitive damages on behalf of an employee.

**Section 14.3: Legal Representation**

Employees shall have legal representation by the Employer in any civil cause of action brought against

an employee so long as the employee is acting within the reasonable scope of his employment. Nothing in this Section requires the Employer to indemnify an employee committing criminal behavior while acting in his/her official capacity or to represent the employee regarding any punitive damage claims.

**Section 14.4: Cooperation**

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising from any acts or omissions committed during or within their official employment.

**Section 14.5: Expedited Arbitration**

Grievances alleging a violation of this Article may be initiated at Step Four (4) of the grievance procedure. In arbitrations there under, unless the parties agree otherwise, hearing shall commence within thirty (30) days of the selection of the arbitrator, and the arbitrator shall issue his award in writing within fifteen (15) days following the close of the hearing; the full written decision of the arbitrator may be issued within thirty (30) days of the close of the hearing.

**ARTICLE 15**

**DRUG AND ALCOHOL PROGRAM**

**Section 15.1: Policy Statement**

It is the policy of the City that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City, as the Employer, has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees. The Union does hereby recognize and agree to the terms of the Berwyn Police Department General Order 202, entitled "Employee Drug Testing Policy" and all that is contained therein, as adopted by the Chief of Police or his designate effective upon the date of execution of this agreement. Due to the sensitive nature of the issue for the agency whose primary purpose is public safety, the Union defers to the Illinois Municipal Police Association Local 1 as the primary bargaining agent with respect to any Employer proposed mandatory bargaining issues pertaining to drug testing that arise during the term of the agreement. The Union reserves the right to negotiate on its own behalf for employee proposed changes to the policy.

**ARTICLE 16**

**INSURANCE**

**Section 16.1: Health/Dental Insurance:**

The City agrees to provide the same Medical Insurance Benefits at the same costs for the Fulltime bargaining unit employees and their dependents for the duration of this agreement.

- Any member who is hired into this this collective bargaining unit after January 1, 2024, who has earned and accepted health insurance coverage from the City of Berwyn under 215 ILCS

5/367(g) or 215 ILCS 5/367(f) as a previous retiree from the City shall be entitled to an offset of continuing insurance privilege premiums. Employees who have previously elected §367(g) or §367(f) coverage, will remain designated by law as continuing insurance privilege employees per the applicable statute and their monthly premiums due to the City will be reduced commensurate with that of an active employee in this collective bargaining unit. While the City may elect the best method to collect premiums and administer this program, no procedural variations in the collection of premiums is meant to change the designation of a 367(g) or §367(f) employee. Upon eventual separation from this collective bargaining unit, the employee will then re-assume responsibility for the full insurance premium as a continuing insurance privilege retiree.

**Section 16.2: Part Time Insurance:**

The City agrees to offer insurance to part-time employees at the employee's expenses for the entire premium. The City also agrees to deduct from the employee any cost associated with this coverage as long as the employee signs the appropriate deduction authorization form.

**Section 16.3: Term Life Insurance:**

The City will provide each full-time bargaining unit employee with the same level of life insurance coverage as all civilian employees as designated by the employee handbook. . The Insurer at the employee's option and expense may make additional amounts of Insurance for the employees and their dependents available. Employees may elect a payroll deduction to cover the cost of such additional Insurance.

The City will provide each part time bargaining unit employee that works at least half time with five thousand (\$5,000.00) of Term Life Insurance. The Insurer at the employee's option and expense may make additional amounts of Insurance for the employees and their dependents available. A Payroll Deduction will be made to cover the cost of such additional Insurance.

**ARTICLE 17**

**LAYOFFS AND RE-EMPLOYMENT**

**Section 17.1: Notice of Layoffs**

When there is an impending layoff with respect to any employee in the bargaining unit, the Employer shall notify the affected Union and employees to be laid off no later than sixty (60) days prior to such layoff, except where layoffs result from a sudden emergency beyond the control of the administration of the Employer and/or as a result of action by the City Council, such notice shall be given to the Union and the employees as soon as the Employer has knowledge thereof. The Employer will provide the Union the names of all employees to be laid off prior to the layoff. Probationary employees shall be laid off first, and then employees shall be laid off in accordance with their classification seniority, provided the employees remaining have the ability to perform the jobs needed to the satisfaction of the Employer.

**Section 17.2: Hiring During Layoffs**

No new employees may be hired to perform duties normally performed by a laid off employee while employees are laid off. No new employees shall be hired by the City until all laid off employees have been recalled.

**Section 17.3: Layoffs and Recall**

If it is determined that layoffs are necessary, employees will be laid off in the following order:

- A. Temporary employees; seasonal employees; provisional employees.
- B. Part-time employees not included in the bargaining unit.
- C. Probationary employees in their original hired probationary period.
- D. In the event of further reductions in force, employees will be laid off in reverse seniority starting with the least senior member of the bargaining unit.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, the employees who are still on the recall list shall be recalled in the inverse order of the layoff. Employees shall retain and accumulate seniority and continuous service credit while on layoff.

**Section 17.4: Health Care Contributions**

A laid off employee will be allowed to continue his/her City health insurance coverage through the end of the month in which the employee was laid off, plus up to an additional six (6) consecutive months, provided the employee pays his/her regular contribution amount for such health coverage under this Agreement during this period, and provided further that the employee gives proper notice to the City, or the City's designee, of his/her election to continue health coverage under the terms of the paragraph. Said period of continuation of health coverage shall be included in the period of eligibility for continued health coverage under the Public Health Service Act, 42 USCS 88 300bb-1-8.

**ARTICLE 18**  
**SAFETY ISSUES**

**Section 18.1: Safety Meetings**

The Chief of Police or his/her Designee will meet with the Union to discuss safety issues. Meetings with the Union may be called by either party, which will be submitted in writing by the party calling the meeting.

Any report or recommendation which may be prepared by the Union, or Designee(s) of the Chief of Police, as a direct result of these meetings, will be in writing and copies submitted to the chief and the authorized Representative of the Union.

**Section 18.2: Defective Equipment**

No employee shall be required to use any equipment that has been designated by the City as being



defective because of a disabling condition, unless the disabling condition has been corrected.

When an assigned Department Vehicle is found to have a disabling defect or is in violation of the Law, the employee will notify his/her supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

## **ARTICLE 19** **UNIFORMS**

### **Section 19.1: Replacement of Damaged Clothing and Personal Property:**

The City agrees to repair or replace uniforms or items of personal property which are damaged in the course of the employees reasonable performance of duty, specifically excluding an employee's personal negligence while they happen to be on duty, including but not limited to the following: uniforms, approved equipment, and necessary personal items such as corrective lenses, prescription sunglasses, or wristwatches which are worn or carried by the employee out of necessity, and which are not otherwise prohibited by the City. The employee, to the satisfaction of the appropriate Supervisor, shall document such claims in a memorandum and sworn police report to include evidence photographs of the damaged property.

Uniform and equipment replacements will be fulfilled by the Employer authorizing the employee to replace said items at an authorized vendor at the City's expense on a house account. The employee must submit estimates and receipts for reimbursement of personal property once the item is replaced. With the exception of corrective lenses and prescription sunglasses, each personal property occurrence shall be limited to a reasonable amount not to exceed \$175.00 per occurrence and a maximum of \$525.00 per twelve (12) month period beginning on the date of the first reported occurrence. The value of a wristwatch shall not exceed \$100.00.

### **Section 19.2: Ballistic Vests:**

A ballistic vest shall be provided upon the request of a Community Service Officer if a ballistic vest is available at the time of request. Prior to a ballistic vest being issued, a wavier/disclosure must be signed by the Community Service Officer.

### **Section 19.3: Uniform and Equipment:**

All required and approved uniforms for new Community Service Officers and Booking Officers will be paid for by the City according to the current Police Department uniform policy. After one year of continuous employment, the City will provide a preferred purchasing or quarter master program for each Community Service Officer and Booking Officer. The Community Service Officers and Booking Officers will be able to purchase uniforms or approved job specific equipment in the aggregate amount of \$700.00 that will be available twice a year (\$350.00 on March 15<sup>th</sup>/ \$350.00 on September 15<sup>th</sup> of each year). The vendors for the preferred purchasing or quarter master program will be designated by the department at the beginning of each calendar year. The funds will not carry over and will expire six months after the issuance date, if not used.

Community Service Officers shall receive the following:

- 2 long sleeve shirts
- 2 short sleeve shirts
- 2 pairs of class B pants, Blauer or equivalent
- 1 mock turtleneck or 1 tie
- 1 uniform sweater
- 1 three-season jacket or a fleece jacket
- 1 belt
- 1 badge
- 1 nameplate

Booking Officers shall receive the following:

- 2 long sleeve shirts
- 2 short sleeve shirts
- 2 pairs of class B pants
- 1 mock turtleneck
- 1 Duty sweater
- 1 fleece jacket
- 1 belt
- 1 nameplate

Crossing Guards shall receive the following by direct department issuance only:

- 1 rain jacket (ANSI) 107-2015)
- 1 windbreaker jacket
- 1 reflective vest
- 1 hat

- Uniform specifications are outlined in the department uniform policy and subject to change based on availability.

## **ARTICLE 20** **TRAINING**

### **Section 20.1: Training Opportunity As Approved By a Supervisor**

The City and the Union recognize the need for training and development of employees in order that services are efficiently and effectively provided. The City and the Union recognize the desirability of providing opportunities for reasons of career advancement. In recognition of such principle, the Employer shall provide employees with current procedures, methods, techniques, materials, and equipment normally used in such employees' work assignments and periodic changes therein.

### **Section 20.2: Required Training**

The City may require specialized training applicable to particular job designations and successful completion of that training may be a condition of continued employment. Employees who fail to successfully complete training after reasonable attempts may be discharged for just cause. All approved training, both required and voluntary, will be paid for by the City to include applicable travel, lodging, and up to \$50.00 per diem per overnight trip (reimbursable through receipts) if the training is more than 150 miles from the City of Berwyn.

**Section 20.3: National Animal Control Association Training**

The Employer shall designate at least one animal control officer. The Employer agrees to provide the minimum required training from the National Animal Control Association (N.A.C.A). All Community Service Officers are required to pass the N.A.C.A certification training as a condition of future employment.

**Section 20.4: Training Hours**

Training hours are compensated as regular work hours with no more than 8 regular hours of compensation paid during any training day. Travel days, if applicable, will also be considered regular work hours also not to exceed 8 hours of regular compensation per day.

- Any member who receives a specialty certification such as booking officer or N.A.C.A. certifications must complete 18 months of service to the City of Berwyn after completing such certification or the member shall reimburse the City for all costs of training including travel and per diem prior to separation.

**Section 20.5: Training Officer**

Any bargaining unit member training shall receive either one (1) hour of overtime pay or one and one-half (1.5) hours of compensatory time for each 8 hours the bargaining unit member is assigned by a supervisor as a trainer and actually provides on-duty training to another employee of the City of Berwyn.

**ARTICLE 21**

**MISCELLANEOUS PROVISIONS**

**Section 21.1: Subcontracting**

It is the general policy of the City of Berwyn to maintain and continue to utilize bargaining unit employees to perform the work they are currently performing. However, the Employer further maintains the right to contract out any work it deems necessary in the interest of the economy, improved work product, or emergency, provided such subcontracting will not cause the layoff or reduction in force or work hours of any bargaining unit employee. No work shall be subcontracted while an employee is on layoff. No employees may be hired or perform duties normally performed by a laid off employee while employees are laid off, except in a case of a natural disaster (emergency basis only).

**Section 21.2: Grooming Standards:**

All bargaining unit employees will follow the Police Departments Civilian Uniform Policy under Appearance Standards Policy (General Order 213).

**ARTICLE 22**  
**RATIFICATION AND TERMINATION**

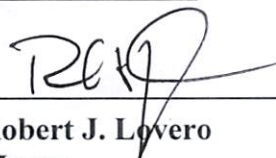
The terms of the Agreement shall be subject to ratification by the City Council of the City of Berwyn and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

Subject to approval by the City Council, this Agreement shall go into effect immediately, and continue in full force and effect from said date to December 31, 2030, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party give written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from.

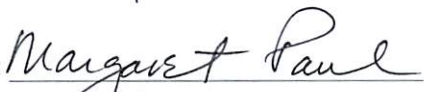
In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the parties shall, within a reasonable time, thereafter, enter into negotiations concerning the request.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representatives, has executed this document as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF BERWYN

BY:   
Robert J. Lovero  
Mayor


Dated: 2/13/2024

BY:   
Margaret M. Paul  
City Clerk

Dated: 2/14/2024



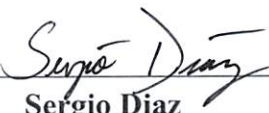
SEIU LOCAL 73

BY:   
Dian Palmer  
President, Local 73

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

BY: \_\_\_\_\_  
Gene Washington  
Business Agent, Local 73

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

BY:   
Sergio Diaz  
Trustee

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