

# **AGREEMENT**

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

**January 1, 2021 thru December 31, 2023**

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## **AGREEMENT**

This 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:

1. All full time and part time employees to include: Community Service Supervisor, Community Service Officers, Crossing Guard Supervisor, Seasonal Crossing Guards, Booking Officers, Bond Court Officer, Desk Officer, Parking Enforcement Officer, Civilian Evidence Clerk and any Lead position within the bargaining unit.

#### **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 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 Employers 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 for just cause.

Seniority is the continuous length of service with the Employer for purposes of pay and benefits. 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.

**Section 1.5 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 1.6: 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 personal 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.

**ARTICLE 3**

**UNION SECURITY, DUES DEDUCTION AND REMITTANCE**

**Section 3.1 Union Security:**

- A. Any employee covered by this Agreement who is a member of the designated Union on the effective date of this Agreement shall, as a condition of continuing employment, remain a member of the Union and shall tender to the Union those dues and fees uniformly required of Union members in good standing, for the life of this Agreement.
- B. The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer

and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken by the Employer for the purpose of complying with all Paragraphs of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

- C. The Employer shall provide to the Union twice (2) a year the name, address, classification, rate of salary and starting date of the employees in the bargaining unit.
- D. 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 not 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. It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.
- E. 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:**

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 it 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.

**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 during 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 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 indicates 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 of this 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 discharged or disciplined without just cause.

### **Section 6.2 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 6.3 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 6.4 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 non-unit employees have in the past performed unit work, or in emergencies, to train or instruct, employees, to do layout demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency. The Police Department personnel shall fill in for any absence.

### **Section 6.5 Paid Times Off for Teacher Institute Closings:**

Any Crossing Guard who is scheduled to work but cannot due to a School closing that was not scheduled in the beginning of the School year will receive their rate of pay for that day. The crossing guard supervisor will notify all crossing guards of any school closings. If the school year

is extended due to any emergency closing than any emergency closing will not be paid out. The City shall compensate those employees who work on the extended days. Crossing Guards shall be paid a minimum of 176 days per school year.

**Section 6.6 Training:**

All approved training will be paid for by the City.

**Section 6.7 Crossing 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.

**Section 6.8 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 so 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 insure 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**

**Section 9.1 Wages:**

Effective on January 1, 2022 Booking Officers covered by this Agreement and possessing the 200 hour corrections certification shall receive a one-time additional \$7,500.00 salary adjustment.

Effective on December 31, 2021, Employees covered by this Agreement shall be paid as follows:

- a. On December 31, 2021, all employees covered by this Agreement will receive a 2 % increase to the existing wage schedule.
- b. On January 1, 2022, all employees covered by this Agreement will receive a 2 % increase to the existing wage schedule.
- c. On January 1, 2023 all employees covered by this Agreement will receive a 2.5 % increase to the existing wage schedule.

All employees covered by this Agreement shall receive four months of retroactive pay from September 1, 2021 until December 31, 2021 at a 2% wage increase. All employees covered by this Agreement shall receive two months of retroactive pay from January 1, 2022 until February 28, 2022 at an additional 2% wage increase.

The Community Service Officer Sergeant shall receive a one-time, \$2.00 wage adjustment increase effective December 31, 2021.

**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 the appropriate call back time rate of pay and the employee's regular shift shall continue until the employee's normal quitting time.

**Section 9.3 Normal Workweek & Workday:**

- a. The normal workweek for Full Time bargaining unit members shall consist of five (5) eligible eight (8) hour workdays in a Departmental Calendar week.
- b. The normal workweek for Full Time Booking Officers shall consist of 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.
- c. The Bond Court Officer will be the only Booking Officer assigned to an eight (8) hour workday.

(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 posted on department bulletin boards. 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 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. Booking Officers ~~will be paid~~ 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.

With sixteen (16) hours or less of notice, the overtime needs of the shift will be filled by the preceding and succeeding shifts each providing one member to cover the necessary shortage. Overtime will be offered starting with the unit member holding the job qualification with the most seniority. The most senior member of that group will have the first right of refusal descending to the least senior who is then obligated. Upon electing overtime based on seniority, that member then moves to the bottom of the seniority list.

With more than sixteen (16) hours of notice the overtime needs of a shift will first be offered to the members of the deficient shift, starting with the member holding the job qualification with the most seniority. The most senior members will have the right of first refusal descending to the least senior member. Upon exhausting the list of members from the deficient shift, the needs could be filled with off duty personnel from other shifts according to the above listed procedure. The list shall be maintained by the SEIU Union Board.

**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 (80) hours total accumulation during the contract year. Any compensatory time earned can be carried over but

no cumulative buy-out option will be paid out for unused time upon termination of resignation from the City. 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 one (1).

**Section 9.7 No Pyramiding:**

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 Compensation Rate/State Certification:**

Any bargaining unit member who has obtained paid Certified training and; if such employment is severed by the employee or employer within one (1) year after the employee obtained certification, that employee may be required to repay the employer 100% of the original cost to the employer.

**Section 9.9 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.

**Section 9.10 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 9.11 Lead Person Pay:**

Any bargaining unit members designated in a Leadership role (Lead) outside of his/her normal duties shall receive an extra one-dollar (\$1.00) an hour added to their base rate. If a bargaining unit member decides to retreat to his/her previous position, or is removed from a Lead spot, the bargaining unit member shall be paid at the appropriate rate minus the lead persons pay.

**Section 9.12 Night Shift Premium:**

Any full-time employee covered by this agreement who works 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 a night shift premium of seventy-five cents (\$0.75) per hour for each hour worked in addition to the employee's normal hourly rate.

**Section 9.13 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 severance stipend of six (6) weeks 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 after thirty (30) days from the employees last date of pay. Severance pay will not be calculated for purposes of pension.



**Section 9.14 Court Time:**

Employees required to attend court 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 receive a minimum of four (4) hours of overtime pay. Any hours in excess of four (4) hours shall be paid at the appropriate overtime rate.

Employees required to attend local ordinance court 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 receive a minimum of three (3) hours of overtime pay. Any hours in excess of three (3) hours shall be paid at the appropriate overtime rate.

**Section 9.15 Shift Selection:**

Full time bargaining unit members shall select shifts by seniority, time in title.

A Booking Officer may be assigned as a Bond Court Officer who will be responsible for transporting prisoners, transporting cash bonds and transfer listings to the court house, transporting paperwork to the Clerk of the Circuit Court and the State's Attorney's Office, handling the escort with United States Currency from City Hall to the appropriate bank, among other duties assigned to him/her.

**ARTICLE 10**  
**HOLIDAYS**

**Section 10.1 Employees Holidays:**

The following are paid holidays for eligible employees:

1. New Year's Day
2. Dr. Martin Luther King, Jr Birthday
3. Presidents Day
4. Casmir 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 Year's Eve

Any employee scheduled to work any of the holidays listed under Article 10, shall be entitled to a floating holiday.

**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.

**Section 10.3 Holiday Pay:**

For each such holiday, when not worked, a full time eligible employee shall receive hours pay at his/her regular straight-time hourly rate. For each such holiday in fact worked, an employee shall receive one and one-half (1 ½) times their hourly rate of pay for all such hours actively worked. Part time employees shall be eligible for one and one-half (1 ½) times their hourly rate of pay for each hour that they work on a holiday.

**Section 10.4 Crossing Guards:**

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 below 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 fifteen (15) Holidays listed in section 10.1.

**Section 10.6 Holiday during Vacation:**

When a holiday falls within an employee's approved vacation, an employee shall receive a holiday either immediately before or after the vacation.

**ARTICLE 11**  
**VACATIONS**

**Section 11.1 Vacation Time:**

- a) Full time Employees (except full-time Booking Officers-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

- 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 pay
2	12 hours pay
9	20 hours pay
14	24 hours pay
24	40 hours pay

- c) Full time Booking Officers 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

- d) Present rules governing the administration of vacation shall remain in effect, including;
- e) Vacation pay shall be computed by multiplying the employee's regular hourly rate of pay by the number of hours of vacation to which the employee is entitled.

Request for vacation shall not be unreasonably withheld. The Employer may temporarily detail Crossing Guards within the Area as needed to cover such absenteeism.

**Section 11.2 Vacation Selection:**

Vacation selection shall be selected by seniority, time in title, 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. Vacations may, at the Employer's request, subject to the operational and scheduling requirements of the Department, be split into two relatively equal segments. Such requests shall not be unreasonably denied. Shift/watch selection will occur prior to vacation selections within each shift/watch.

**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.

**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 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, step children, brothers, sisters or anyone living in the employee's house hold 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) All full time Employees shall be credited with eight (8) hours of paid sick leave per month for each month during which the employee has worked (or been paid for by the City as if worked) except for full time Booking Officer. Full time Booking Officers will be credited with forty-eight (48) hours of paid sick leave on January 1<sup>st</sup> and forty-eight (48) hours of paid sick leave on July 1<sup>st</sup> for a total of ninety-six (96) paid sick hours per year. Sick leave shall accumulate to a maximum of 320 hours or 324 hours for Booking Officers. Any full time employee who has been off duty for three (3) consecutive days or more or two (2) or more consecutive days for full time Booking Officers for any health reason may be required to undergo a medical examination before returning to work. There shall be no compensation for unused accumulated sick leave upon leaving employment with the City by termination or resignation.
  
- b) Each Crossing Guard shall receive ten (10) hours sick time each year of service. There will be no carry over from year to year on sick days. Employee's working during summer school will be allowed to use their days during the summer months if not used during the normal school year. Any School Crossing Guard who has been off duty for five (5) consecutive days or more for any health reason may be required to undergo a medical examination before returning to work.
  - 1. Any full time employee (except for full time Booking Officers) that has earned but unused sick time over the listed 320 hours has the option of selling those hours back to the City. The City shall issue buy back checks under this Section by February 1<sup>st</sup> of each year, payable at the rate of pay as of December 31 of the previous year.
  - 2. Any full time Booking Officer that has earned but unused sick time over the listed 324 hours has the option of selling those hours back to the City. The City shall issue buy back checks under this Section by February 1<sup>st</sup> of each year, payable at the rate of pay as of December 31 of the previous year.
  - 3. Section 12.4(a), 12.4(b)1 and 12.4(b)2 does not apply to Crossing Guards.

**Section 12.5 Personal Leave:**

Each Full Time bargaining unit employee shall be credited with three (3) days of Personal Leave each benefit year (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.

**Section 12.6 Injury on Duty:**

Any employee 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.*

**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. 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 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 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 would interfere with the operating needs of the Employer, provided that, such requests shall not be unreasonable 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 enroute 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 work days 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 covered by this Agreement.

**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 scope of his employment.

**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 under this Article.

**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 Special Order (DSO) 12-01, 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. (See attached current policy.) The Union and the City may mutually agree to amendments and changes in said drug testing policy in the event any are requested by either party. Crossing guards are excluded from random selection process, but included in all other aspects.

**ARTICLE 16**  
**LIFE INSURANCE**

**Section 16.1 Health/Dental Insurance:**

The City agrees to provide the same Medical Insurance Benefits at the same costs for the Full Time bargaining unit employees and their dependents to the extent provided herein as those granted to members of the Administration and City officials.

**Section 16.2 Part Time Insurance:**

The City agrees that the Union may provide insurance to part time employees at no cost to the City. 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 the Police Department. 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.

The City will provide each part time bargaining unit employee 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.

Section 16.4 - 457 Deferred Compensation Plan - Employees may participate in the 457 Deferred Compensation Plan currently offered by the City.

**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 from the following order; the least seniority will be laid off first.

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 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.

**Section 18.3 Replacement of Personal Property:**

The City agrees to repair or replace corrective lenses, prescription sun glasses or wristwatches, which are worn or carried by the employee, and which are not prohibited by the City as a result of the employee's performance of duty and which is not covered by insurance. The employee, to the satisfaction of the appropriate Supervisor, shall document such claims. With the exception of corrective lenses and prescription sunglasses, each 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.

**ARTICLE 19**  
**UNIFORMS**

**Section 19.1 Replacement of Damaged Clothing:**

The City agrees to replace as necessary, a Uniform, Equipment, and Personal Property (deemed to be reasonable), as they are damaged or broken during the performance of the employee's regular duties during the first year of continuous employment.

**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 waiver/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 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 quarter master program for each Community Service Officer. The Community Service Officer will be able to purchase uniforms or equipment in the 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 quarter master program will be J G Uniforms and Ray O'Herron. 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 sweater Commando plain
- 1 Spiewak three-season jacket or a Blauer fleece jacket
- 1 Belt
- 1 Badge
- 1 nameplate

All required and approved uniforms for new 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 quarter master program for each Booking Officer. The Booking Officer will be able to purchase uniforms or equipment in the amount of \$500.00 that will be available twice a year (\$250.00 on March 15<sup>th</sup> / \$250.00 on September 15<sup>th</sup> of each year). The vendors for the quarter master program will be J G Uniforms and Ray O’Herron. The funds will not carry over and will expire six months after the issuance date, if not used.

Booking Officers shall receive the following:

- 2 short sleeve shirts
- 2 long sleeve shirts
- 2 pairs of class B pants Blauer or equivalent
- 1 mock-turtleneck
- 1 sweater Commando or V-neck, zipper or plain
- 1 Blauer or equivalent fleece jacket
- 1 Belt
- 1 Nameplate

Crossing Guards shall receive the following:

- 1 Rain Jacket (ANSI) 107-2015)
- 1 Windbreaker Jacket
- 1 Reflective Vest
- 1 Hat

**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 Payment for Required Off-Site Training**

In cases where the City requires an employee to attend off-site training, the City will pay for eight (8) hours. If the training site is more than 150 miles from the Berwyn Police Department, the City will provide lodging, a gas card and up to a \$50.00 reimbursement per diem for food, provided that the employee submits receipts (To be utilized only for food and non-alcoholic beverages).

**Section 20.3 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 day the bargaining unit member actually provides training.

**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 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 out 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 contract employees will follow the police Departments Civilian Uniform Policy under Grooming Standards Policy (213).

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

The terms of this 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, 2023, 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 gives 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.

it is further agreed that in the event the City of Berwyn agrees to or authorizes additional vacation, holidays or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police/fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representatives has executed this document as of the 23<sup>rd</sup> day of March, 2022.

CITY OF BERWYN

BY: X



MAYOR

Dated:

23<sup>rd</sup> March 2022

SEIU LOCAL 73

BY: X



Dated:

3-14-22