



Agreement
between



**The Village of Bridgeview
and
Service Employees
International Union Local 73**

**For the
Department of Public Works**

May 1, 2020 - April 30, 2024

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ARTICLE 1 PREAMBLE

This Agreement is entered into by and between the Village of Bridgeview, an Illinois municipal corporation (the "Employer" and/or the "Village"), and the Service Employees International Union Local 73, Public Works Division (the "Union").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Employer and the Union to promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of employees covered by this Agreement, and, to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE 2 RECOGNITION

Section 2.1. Recognition. The Village hereby recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit. The bargaining unit shall include all full-time employees in the Public Works Department, EXCLUDING: Clericals, short-term and seasonal employees, supervisors, managerial and confidential employees as defined by the Illinois Labor Relations Act and all other employees of the Village.

Section 2.2. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union.

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

ARTICLE 3 NON-DISCRIMINATION

The Village, in compliance with Illinois constitutional and statutory provisions and in compliance with both the letter and intent of the United States Civil Rights Act of 1964, hereby explicitly affirms its Equal Employment Opportunity Policy.

The Equal Employment Opportunity Policy ensures that employment opportunities within the Village are free from discrimination on the basis of race, color, sex, religion, political affiliation or beliefs, age and national origin or ancestry.

The employer shall not discriminate against employees, and employment-related decisions will be based on qualifications in a given position without regard to the race, color, sex, age, religion, or national origin of the employee; nor shall the employer discriminate against employees as a result of activities on behalf of the Union or membership in the Union, or the exercise of constitutional rights.

The legal basis and rationale for such a policy are compelling. Article I, Section 17 of the Illinois Constitution of 1970 guarantees freedom from employment discrimination in the following manner:

All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in hiring and promotion practices of any employer or in the sale or rental of property.

The Village hereby recognizes that the absence of overt discrimination does not in itself assure equal opportunity to women and minority groups, and that other factors such as poverty, inferior education, and traditional recruitment or employment practices also hinder the minority applicant. Furthermore, through the efforts of the Village, there will be a continuing process of review of the hiring practices, the administrative procedures and the promotion structure of the Village of Bridgeview.

ARTICLE 4 DUES DEDUCTIONS

Section 4.1. Dues Deductions. Upon receipt of proper written authorization from an employee, the Employer shall deduct each month's Union dues in the amount certified by the Treasurer of the Union from the pay of all employees covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Union within fifteen (15) days after the deductions have been made.

Section 4.2. Indemnity. The Union hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

Section 4.3. Revocation. A Union member desiring to revoke the dues checkoff may do so by written notice to the Employer and the Union Secretary/Treasurer. This authorization shall be irrevocable for a period of one (1) year from the date of execution or until the termination dated of the Collective Bargaining Agreement, whichever occurs sooner.

Section 4.4. COPE Deduction. The Village will allow all employees to voluntarily request a COPE deduction to be withheld from wages and submitted to the Union.

ARTICLE 5 SUBCONTRACTING

The Village has no present intention to contract out for any services customarily provided by the bargaining unit employees. The Village will not contract out any of those customarily provided services that will result in a layoff of bargaining unit employees. However, the Village may consider contracting out in order to improve efficiency, reduce costs, or respond to work load changes. In such event, the Village will provide the Union with not less than thirty (30) days written notice of such contracting out and negotiate with the Union prior to any implementation that would lead to a layoff of bargaining unit members. If no agreement can be reached through negotiation after sixty (60) days, then the Village may unilaterally implement such contracting.

ARTICLE 6 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement to the extent and permitted by the law, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish objective work and productivity standards and, from time to time, to change those standards; to assign voluntary and mandatory overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine hours of work; to take any and all actions as may be necessary to carry out the mission of the Village and the Department in the event of civil emergency as may be declared by the Mayor, or his authorized designees, it is the sole discretion of the Mayor to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. These rights shall not be exercised in an arbitrary, capricious or unreasonable manner.

ARTICLE 7 NO STRIKE - NO LOCKOUT

Section 7.1. No Strike. Neither the Union nor any employees, agents or employees will instigate, promote, sponsor, engage in or condone any strike slowdown, speed-up, sit-down, concerted stoppage of work, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for so doing. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 7.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 7.3. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 7.4. Discipline of Strikers. Any employee who violates the provisions of Section 6.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in any action prohibited by Section 6.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure. Whether or not the employee actually participated in a strike shall be subject to the grievance procedure.

ARTICLE 8 GRIEVANCE PROCEDURE

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement a grievance is any dispute or difference of opinion raised by an employee or the Union against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted. Any disciplinary action not subject to the jurisdiction of the Village's Personnel Board shall be subject to the provisions of this provision.

Step One. The employee should discuss the problem with his or her immediate supervisor with or without a Union representative present.

Step Two. If the immediate supervisor cannot or does not provide the employee within ten (10) calendar days, a reasonable answer, the employee may submit to the Director a grievance in writing within ten (10) calendar days from the response of the immediate supervisor. The Director shall then respond to the employee in writing within ten (10) calendar days.

Step Three. If the Director fails to produce an answer, solution, or recommendation agreeable to the parties and consistent with approved policies and procedures, the employee may appeal the decision to the Mayor by filing an appeal within ten (10) calendar days after receiving the response of the Director.

All grievances shall be dated when received and shall be issued a number for recording purposes. The Mayor shall render a decision and shall notify the employee and Director within ten (10) calendar days after receiving the grievance appeal.

Step Four. If the grievance is not settled in any of the preceding steps, the matter may be progressed to final and binding arbitration by the Union only in accordance with the procedures set forth below:

(1) The Employer and the Union shall pick an arbitrator from a list provided by the Federal Mediation and Conciliation Service. Upon receipt of such list, the party requesting the arbitration shall first strike a name and then alternating until there is one name remaining who shall be the arbitrator.

(2) The arbitrator shall promptly review the grievance and the information and decisions rendered at the various steps of the grievance procedures. The arbitrator shall confer with the parties to this grievance as necessary and shall hold a hearing unless otherwise mutually agreed to by the parties. The scope of the hearing shall be agreed upon by the parties. If possible, otherwise, the arbitrator shall determine the scope of the hearing. The hearing shall only be open to all parties in interest.

(3) The arbitrator shall issue a decision not later than thirty (30) calendar days from the date of closing of any conference or hearing, if necessary,

or if no conference or hearings are required, then from the date when the final grievance documents are submitted to them.

(4) The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.

(5) The decision of the arbitrator shall be binding upon the parties concerned in the grievance.

(6) The cost of the arbitration procedure shall be borne equally by the Union and the Employer.

(7) If the arbitrator calls for meetings or hearings, and these meetings cannot be held during the normal working hours of the grieved employee, then no additional compensation or overtime payment shall be made by the Employer to either the grieved employee, witnesses or representatives of the Union.

(8) The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

ARTICLE 9 NORMAL WORKDAY / WORKWEEK

Section 9.1. Application. This Article is intended to define the length of normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Village from restructuring the normal workday or workweek for the purpose of promoting the efficiency of municipal government; from establishing the work schedules of employees; and establishing part-time positions.

Section 9.2. Normal Workweek and Workday. The normal workweek shall be Monday through Friday from 7:00 a.m. to 3:00 p.m. Employees shall call in before 6:45 a.m. if they are to be late or absent. Employees may be scheduled to begin work at any time with the employees consent. The Village may schedule employees to work an eight (8) hour shift beginning at a time other than 7:00 a.m. in the event of emergency, public events, bad weather or snow conditions, or in order to allow adequate rest from working overtime.

Employees shall be afforded two (2) fifteen (15) minute breaks each day, but in no event shall a crew leave a job site except that one employee may leave the job site to retrieve refreshments. Village vehicles and/or equipment shall not be left unattended during any break period.

If an employee works more than 3 hours of overtime, then the employee shall be provided a paid 15-minute break for each 3 hours of overtime worked.

Section 9.3 Compensatory Time. Employees may elect to accumulate up to 480 hours of compensatory time. Requests for use of compensatory time shall be made with at least three (3) days notice, unless waived by the Village. Compensatory time will be granted if it does not cause an undue burden or shortage of personnel. The Village is not required to pay employees at an overtime rate in order to allow for the use of compensatory time.

Section 9.4 Lunch Break. Employees will receive a thirty (30) minute uninterrupted paid lunch.

ARTICLE 10 OVERTIME

Section 10.1 Overtime Pay. All hours worked in excess of the regular schedule in a work week shall be paid at time and one-half (either in excess of 8 hours in a day or 40 hours for the week). Worked hours include all hours for which compensation is paid such as sick time, personal time, compensatory time and vacation time; provided that sick time may only be counted as hours worked for the first three (3) times in a calendar year that an employee calls in sick in the same week as working overtime.

Section 10.2. Sundays and Holidays. All hours worked on a Sunday or holiday (as defined in Article 11) shall be paid at double time, provided that the employee does not call in sick if scheduled the day before or the day after a holiday.

Section 10.3. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

Section 10.4. Call Back Pay. An employee called back to work after having left work shall receive a minimum of two (2) hours pay at the time and one-half rate and will be paid for all additional time actually worked after the first two hours except when the call back is a result of a water main break of six-inch or greater size in which event an employee shall receive a minimum of three (3) hours pay at the time and one-half rate, except that an employee responding to a water main break on a weekend or holiday shall receive a minimum of four (4) hours pay.

Section 10.5. Seniority for Overtime. For purposes of call-outs for overtime assignments, seniority in classification shall govern. Employees with the highest seniority will be offered overtime opportunities first, and where necessary, lower seniority employees will be required to report for overtime assignments. However, the bottom employee on the "callout" list will be rotated on a posted list. The bottom employee will be rotated each time the bottom person is called out pursuant to the procedure, or after thirty (30) days on the list, even if not called out.

Section 10.6. On-Call Duty. Both parties accept that certain circumstances may arise outside of the course of the regular work day; accordingly this section is intended to define bargaining unit members' responsibilities in dealing with those situations. A minimum of six (6) and a maximum of eight (8) senior employees in the bargaining unit who do not currently have responsibilities in their current job classifications which require them to work outside of the regular work hours defined in this Agreement with regularity will be eligible for on-call duty.

With the ratification of this Agreement, and on May 1 of each following year, members will be eligible to both volunteer for and/or to seek replacement members to relieve them of on-call duties. Employees who are on-call duty prior to each May 1, shall have the right of first refusal to be assigned to on-call duty for the next twelve (12) months. Employees who are working on-call duty will not be allowed to opt out unless an appropriate number of volunteers

meet the minimum of six (6) employees on the on-call duty roster. Should there be a conflict between members who either seek to volunteer for or to opt out of on-call duties, the member with higher departmental seniority will prevail. A schedule of the responsible members shall be posted quarterly indicating which member is responsible for specific time periods of the on-call duty.

The employees who have accepted on-duty call assignments may trade with one of the other members who are also performing on-call duty so long as the time trade is documented with specific details of the trade (stating which member has assumed the responsibility for which dates, for example). Any member seeking to trade on-call duty must inform management of said trade which shall be approved.

On-call duty shall be rotated amongst those eligible members who have volunteered for the assignment from Monday at 7:00 A.M. for a period of seven (7) consecutive days until 7:00 A.M. the following Monday. The employee responsible for this time period will be given fourteen (14) hours of compensation, either in actual pay or in time due, at that employee's discretion; and shall respond to any situation which requires their intervention during those on-call hours. If a worker is on-call during a holiday, the employee responsible for that time period will be given an extra one (1) hour of compensation per holiday worked.

The following procedures shall provide an outline for how the employee will deal with situations which require the attention of the person who is on call.

1. The member who is on call shall respond to after-hour calls for service and determine if there is in fact a need for other members of the bargaining unit to intervene. The member on call will determine what course of action is needed to mitigate the problem including calling back other members who are trained to mitigate or repair the problem. If more than three personnel are needed, then a call shall be made to the Director of the Department of Public Works prior to assignment.
2. Situations other than jobs which require digging and specific specialties will be offered to members of the maintenance worker classification. Those members will be called back to work by using the mandatory overtime call back system provided that the member performing the on-call duty has the first right to work the overtime for the call back. All members called back for overtime will be compensated as defined in Sections 10.1 and 10.4 of this Agreement.
3. Should the job require emergency digging, the on-call person shall contact J.U.L.I.E. prior to beginning the repair. In the event that the dig involves or may involve locating street light or traffic signal supply lines, it may also be necessary to contact the appropriate vendor, (currently Meade or Pinner Electric) to assist in locating those supply lines. The second call goes to the senior Heavy Equipment Operator (HEO) who has the right of first refusal, and the next senior HEO will be contacted until one accepts the assignment. Seniority in classification will dictate who gets the first opportunity to accept the assignment. The appropriate number of members in the Maintenance Worker classification shall be called back using the mandatory call back system. The on-call person shall give a complete description of the details of the

situation which prompted the call back to assist the HEO in working the repair. The on-call person will than either leave, (if not in position to work the overtime) or assume a position on the dig team at the on-call person's option. Should the on-call person accept the call back, compensation for the call back will be paid as provided in Sections 10.1 and 10.4 of this Agreement.

This section on the distribution of and responsibilities for on-call duty shall remain in effect until either party gives written notification of their intent to modify this section or until both parties commence negotiations toward a successor Agreement. Both parties agree to meet and begin negotiations for a different procedure within thirty (30) days of receiving said notice from the other party. In the event that the parties are unable to reach an agreement on a different procedure within a sixty (60) day negotiating period, the parties agree to follow the terms of the prior Section 10.6 of the Agreement which expired on April 30, 2008.

ARTICLE 11 HOLIDAYS

All full-time employees on the active payroll shall be accorded the following paid holidays:

New Year's Day	Independence Day	President's Day	Labor Day
Good Friday	Thanksgiving Day	Memorial Day	Friday After Thanksgiving

When Christmas Day and New Year's Day is on a Sunday, the employee shall receive the following Monday as a paid holiday. When Christmas Day and New Year's Day is on a Monday, the employee shall receive that Monday as a paid holiday. When Christmas Day and New Year's Day is on a Tuesday, the employee shall receive the prior Monday and that Tuesday as paid holidays. When Christmas Day and New Year's Day is on a Wednesday, the employee shall receive the Tuesday before and that Wednesday as paid holidays. When Christmas Day and New Year's Day is on a Thursday, the employee shall receive the following Friday and that Thursday as paid holidays. When Christmas Day and New Year's Day is on a Friday, the employee shall receive the prior Thursday before Christmas and that Friday as paid holidays and shall receive that Friday for the New Year's Day paid holiday. When Christmas Day and New Year's Day is on a Saturday, the employee shall receive the prior Friday as a paid holiday. When employees are not scheduled to work on the above-mentioned holidays, eight (8) hours at the employees' normal compensation will be paid, provided they work on the day before and on the day after the holiday, if scheduled to do so, or are excused for absence for just cause by the Director.

All full-time, employees whose normal workweek is Monday through Friday shall, when a holiday falls on Saturday, observe the preceding day (Friday) as a holiday and when a holiday falls on a Sunday, observe the following day (Monday) as a holiday.

Employees, to receive holiday pay, must not be receiving sick pay, disability pay or workman's compensation.

ARTICLE 12 VACATION

Section 12.1. Vacations. Vacations with pay shall be granted to all employees by the head of the Department in accordance with the following schedule:

- One Week: One full year of service to the Village of Bridgeview in the year in which the vacation is to occur.
- Two Weeks: Two or more full years of service to the Village of Bridgeview in the year in which the vacation is to occur.
- Three Weeks: Five or more full years of service to the Village of Bridgeview in the year in which the vacation is to occur.
- Four Weeks: Ten or more years of service to the Village of Bridgeview in the year in which the vacation is to occur.
- Five Weeks: Fifteen or more full years of service to the Village of Bridgeview in the year in which the vacation is to occur.
- Six Weeks: Twenty-five or more full years of service to the Village of Bridgeview in the year in which the vacation is to occur.

Years of full-time service are to be continuous. The above designated vacation periods shall not be considered cumulative and no vacation periods shall be allowed in any year in excess of the periods above established. The prohibition on carrying over vacation time from one calendar year to the next shall also apply to employees who have been on workers compensation leave during the year.

Vacation requests for 50% of the employees earned vacation shall be submitted prior to December 1 of the prior year. Preference shall be given in line with relative seniority. The Village may deny any vacation request which would allow the Water Plant Operator and the Assistant Water Plant Operator or the Head Mechanic and Assistant Mechanic to be on vacation at the same time. The Village is not obligated to allow more than 3 employees on vacation during the same period of time.

The head of each department may designate by rule the time when each employee under his supervision may take a vacation.

Section 12.2. Vacation Pay. Vacation pay as herein provided shall be in addition to any holiday pay to which an employee may be entitled. Allowances for vacation pay shall be in addition to any recognized holidays that may fall during an employee's vacation period.

Section 12.3. Vacation Pay When Terminated. When an employee's service with the Village is terminated, he/she shall receive compensation for unused vacation leave accumulated. Any employee who leaves the Village's service before completing six (6) months of full and continuous service will receive no vacation pay.

Section 12.4. Vacation Credit During Leaves. Vacation credit will not be accumulated during any type of leave of absence without pay.

ARTICLE 13 SICK LEAVE

Section 13.1. Sick Leave. Sick leave is provided to employees to safeguard income during periods of illness, injury or disability. Sick leave may be granted for any of the following reasons:

(a) Incapacitation due to illness, injury or disability.

(b) Personal medical or dental appointments that cannot be scheduled during non-working hours.

(c) Absence required by serious illness or disability of a member of the employee's immediate family. Immediate family is defined as the employee's spouse, children, parents, parents-in-law, sisters and brothers. Other relatives living in the employee's household are also included.

(d) Use of sick leave for reasons related to pregnancy shall be subject to the same provisions and reporting requirements as for any other illness or disability.

Section 13.2. Earning and Accumulation. Sick leave shall be earned at a rate of twelve (12) days per year. At the option of the employee, at the end of each calendar year, all unused sick days not in excess of fifty (50) will be paid to the employee or may be accumulated. The total of accumulated sick days may not exceed two hundred forty (240) sick days for each employee, provided that any sick days over fifty (50) may be accumulated only for conversion to IMRF unpaid sick leave service credit. No sick leave can be earned during an unpaid leave of absence. Employees have the option of using six (6) of their sick days as personal days subject to scheduling by the Director of Public Works.

Section 13.3. Non-Paid Days Off. Employees will be allowed three (3) unexcused non-paid days off to avoid disciplinary action in the event all sick days and time due has been used up.

Section 13.4. Family and Medical Leave Act. Employees shall be covered by the Family and Medical Leave Act of 1993 as amended and leave shall be granted pursuant to the Family and Medical Leave Policy promulgated by the Village on July 5, 2000.

ARTICLE 14 SENIORITY

Section 14.1. Definition. Seniority is the length of an employee's continuous employment within the bargaining unit from the date of last hire except that employees who worked for the Department of Public Works prior to joining the bargaining unit shall carry their original date of hire in the Department for purposes of determining the amount of vacation time they are due. Layoffs shall not terminate the seniority of any employee except as provided in Section 14.2 below.

Notwithstanding the provisions of this Section, seniority for overtime shall be determined by the provisions of Section 10.5 of this Agreement.

Section 14.2. Termination of Seniority. The seniority of an employee shall terminate under any of the following conditions:

- (a) When laid off for a period of more than three (3) years.
- (b) When an employee resigns his employment with the Employer.
- (c) When an employee fails to return to work within one (1) week after a written notice is mailed by the Village by certified mail, to his last known address, requesting such return.
- (d) When an employee fails to report for work on three (3) successive workdays without notifying the employer, and without showing just cause for the failure to so report.
- (e) When an employee is discharged for cause and not reinstated.

Section 14.3. Probationary Period. New employees shall serve a twelve (12) month probationary period of employment with the Employer and shall immediately thereafter become regular, full-time employees. They shall be credited with seniority from their original date of employment solely for the purpose of determining the amount of vacation benefit they are due. In all other regards, their seniority shall be from the date they become regular, full-time employees as defined in Section 14.1 of this Agreement. The Employer may extend the probationary period for any such new employee who has been off for one month or more with an illness or non-job related injury. The extended probationary period shall be equal to the period of time said employee was off work.

During the probationary period, employees may be disciplined or discharged by the Employer without cause and without employees so affected having recourse to the grievance procedure.

ARTICLE 15 LEAVES OF ABSENCE

Section 15.1. Bereavement Leave. Time lost from scheduled work due to a death in the immediate family of a regular employee shall be paid at the employee's regular base rate. Such time off shall not exceed five (5) consecutive scheduled workdays, one of which being date of death. The immediate family is defined as the employee's spouse, civil union partner, the child or stepchild, the sibling, the parent, and grandchild of the employee.

In the event of death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or grandparents, the employee shall be allowed time off with pay as provided above, but not to exceed three (3) consecutive days.

If necessary, an employee may use additional sick time or leave without pay, if they are out of sick time, at the time of death of an immediate family member and such request shall not be unreasonably denied.

Section 15.2. Short Term Military Leave. Any employee covered by the terms of this agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for two weeks active duty training may take a leave of absence without pay or take the option of using their earned vacation time.

ARTICLE 16 LAYOFF AND RECALL

Section 16.1. Layoff. If it is determined that layoffs are necessary due to reasons of economic necessity or lack of work, employees covered by this Agreement will be laid off in reverse seniority in accordance with their length of service with the Village.

Section 16.2. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given twenty-one (21) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Union. The employee must notify the Superintendent or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Superintendent or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE 17 DISABILITY POLICY

Section 17.1. Employee Disability. Any employee who works thirty-two (32) hours per week or more, non-retired and health insurance covered who receives a sickness or injury and whose injury or sickness is not covered by Workman's Compensation shall be eligible for disability pay.

Section 17.2. Pregnancy. Pregnancy, childbirth and related medical conditions shall be treated the same under this policy as any other injury or sickness. Benefits and requirements of childbearing leave shall be coordinated with the benefits and requirements of the policy so that any mental or physical disability arising out of pregnancy, childbirth and related medical conditions is treated the same as any mental or physical disability arising out of other sickness or injury. The procedure and requirements to obtain paid leave of absence or other leave for childbearing or child-rearing, not based upon the physical and/or mental disability arising out of

pregnancy, childbirth and related medical conditions, shall be as set forth.

Section 17.3. Disability Termination. The employee's attending physician shall initially determine disability. Such determination shall be submitted to the Department Heads and Personnel Committee in writing prior to the employee receiving any pay from the Village. The employee may be required to undergo a second examination by a physician or any other specialist the Department Head may designate.

The Department Head shall, if he/she deems necessary, make an appointment to obtain a second opinion of the disability fourteen (14) days after the initial notice of disability from the physician or employee.

It shall be the responsibility of the Department Head to update the status of the disability of every employee. The Department Head shall review the matter a minimum of once per month. The Department Head shall document all comments with the employee for review by the Personnel Committee.

Additional disability determination shall be made on a monthly basis until the disability benefits are exhausted or the employee returns to work.

Section 17.4. Waiting Period. There shall be a twenty (20) working day waiting period in which the employee will be responsible for providing for his/her own welfare using available or accumulated off work time (vacation, time-due, sick days, personal days, etc.). If no such time is available, the employee must still wait the required amount of days prior to disability protection implementation.

If an employee so chooses, he/she may use their own accumulated sick time prior to requesting the sick leave/disability policy. After such use of personal accumulated sick time, the employee may request policy coverage for the remaining time of the illness or injury.

The waiting period shall begin on the first day the employee notifies his/her Department Head of such illness or injury. If the employee returns to work any time during the waiting period, the continuous sequence is broken and the employee must begin the waiting period again prior to being considered eligible. The employee, a member of his/her immediate family or physician must notify the Department Head if a prolonged absence is anticipated.

Section 17.5. Gross Salary. Gross salary shall be determined by establishing the average gross pay the employee has received over the prior six (6) months before the disability occurred. Gross pay includes base pay and other items which may alter the base pay rate. No overtime will be included in base pay.

Section 17.6. Years of Continuous Employment.

First 18 Months	No Disability
19 Months through	First 30 Days 70% of Salary

7 Years	Second 30 Days 60% of Salary Third 30 Days 50% of Salary
8 Through 12 Years	First 30 Days 80% of Salary Second 30 Days 70% of Salary Third 30 Days 60% of Salary Fourth 30 Days 50% of Salary
13 Through 20 Years	First 30 Days 90% of Salary Second 30 Days 75% of Salary Third 30 Days 60% of Salary Fourth 30 Days 50% of Salary
21 Years	First 30 Days 90% of Salary Second 30 Days 80% of Salary Third 30 Days 70% of Salary Fourth 30 Days 60% of Salary Fifth 30 Days 50% of Salary

Section 17.7. Year of Usage. Year of use for an employee shall mean any consecutive twelve(12) -month period.

Every employee who uses the Disability Insurance Program may retain any unused portion of the benefit for any other illness occurring within a twelve (12) month period. The waiting period for the additional uses is as described in Section 17.4, Waiting Period. The employee will be entitled to use that portion of the benefit under the same terms as described in this policy for an initial use. Receipt of benefits is limited to those described in Section 17.6, Years of Continuous Employment. The Department head shall maintain accurate records of disability payments and use by all employees in that department.

Section 17.8. Policy Prohibitions. No employee may work for any business, private enterprise or non-profit organization while receiving disability benefits.

Any employee who is found to be in violation of performing outside work for pay shall forfeit his/her right to continue on the disability and the Department Head shall begin job termination action against the employee as defined by the policy, rules and regulations of the appropriate Department.

Section 17.9. Sick Leave / Disability Policy, Vacation Time and Sick Days. Any employee on disability who has a scheduled vacation during the time of disability shall receive their normal pay during those scheduled weeks or vacation. Disability pay will cease during that time and resume at the conclusion of the employee's vacation time. Disability protection shall not be extended to compensate for lost vacation time.

No employee shall accumulate sick days while receiving disability/sick pay.

ARTICLE 18 INSURANCE

Section 18.1. Hospitalization. During the term of this Agreement, the Village shall provide comprehensive health benefits for employees, their spouses and their dependents including medical insurance and prescription drug coverage, which benefits shall be the same for all employees of the Village. The Village will pay the full premium cost of health insurance benefits except to the extent that all employees of the Village with the same type of coverage are required to participate in premium payment.

New employees shall be eligible for this insurance coverage immediately.

Section 18.2. Life Insurance. The Village shall supply each full-time employee covered by the terms of this Agreement with Fifteen Thousand Dollars (\$15,000.00) of term life insurance. Upon retirement, if allowed by the insurance carrier, the employee shall have the option of continued coverage or conversion at the employee's expense.

Section 18.3. Dental Insurance. The Village's present dental benefit program covering all full-time employees, their spouses and dependents shall continue in effect. The Village will pay the full premium cost of dental insurance benefits except to the extent that all employees of the Village with the same type of coverage are required to participate in premium payment.

Section 18.4. Prescription Card. Employees will be provided with a prescription card subject to any modifications made by the Village.

Section 18.5. Retirement Insurance Benefits. The Village will provide medical insurance benefits upon retirement as provided for in its Medical Insurance Benefit Policy approved July 5, 2000.

Section 18.6. Insurance Committee. The Village shall establish an Insurance Committee for the purpose of achieving good medical coverage at a reasonable cost. The Public Works Division SEIU Local 73 bargaining unit shall have one voting member on this Committee. The Union shall receive notice one (1) month prior to the Insurance Committee meeting.

ARTICLE 19 EDUCATIONAL INCENTIVE

During the term of this Agreement any employee who enrolls in an accredited course of study in a work-related field and subject to approval by the Director will be reimbursed for the cost of the classes, if budgeted by the Village. Employees desiring to obtain a degree such as Associates or Bachelor's Degrees will be reimbursed for all classes needed to complete the degree. Tuition reimbursement will be calculated to reflect the grades earned as described below:

Grade of A, B, or Pass (in a Pass/Fail only course)	= 100% of tuition.
Grade of C	= 75% of tuition.
Grade of D or less, Fail or incomplete	= 0% of tuition.

All requests for reimbursements under this Section are to be made immediately upon completion of course. The Village agrees that there will be no limit to tuition reimbursement for classes taken to obtain an Associate's Degree provided that courses are taken at an Illinois community college. Tuition reimbursement for a Bachelor's degree shall be based on the actual hourly rate of tuition paid, but not greater than the hourly tuition rate at the Governors State

ARTICLE 20 BULLETIN BOARDS

The Employer shall provide the Union with designated space on available bulletin boards, upon which the Union may post its official notices.

ARTICLE 21 CLASSIFICATIONS

Section 21.1. Full-time employees. The bargaining unit includes the following full-time classifications whose duties are included in the Collective Bargaining Agreement dated August 20, 2008 as supplemented by the Addendum dated April 2, 2009.

- A. Water Plant Operator.
- B. Assistant Water Plant Operator
- C. Leadman
- D. Leadman Driver
- E. Building Engineer
- F. Building Maintenance Technician
- G. Head Mechanic.
- H. Mechanic
- I. Assistant Mechanic
- J. Heavy Equipment Operator.
- K. Maintenance Worker.
- L. Custodian.
- M. Laborer.

No member of the bargaining unit may hire, fire, discipline nor effectively recommend discipline of any other member of the unit. It is the responsibility of the Leadman to exercise certain supervisory authority, and to report any rules violations to the Director of Public Works.

Section 21.2. Temporary Employees. No more than two (2) temporary workers shall be employed to do unit work at any one time, including temporary employees filling unit positions for employees on workers' compensation, disability or medical leave and excluding seasonal workers. If temporary employees are retained past their twelve (12) month probationary period they shall become regular, full-time employees entitled to all benefits under this Collective Bargaining Agreement.

Temporary employees are not members of the collective bargaining unit and shall not be paid any benefits other than an hourly wage rate.

Section 21.3. Seasonal workers. Seasonal workers may be employed only during the months of May through October and shall only perform work cutting grass and weeds, painting, litter pickup, general cleaning and gardening. Seasonal employees are not members of the collective bargaining unit and shall not be paid any benefits other than an hourly wage rate.

Section 21.4. Job Assignments. The Village may assign employees to the position of Utility Locator. Such assignments shall be based upon seniority and qualifications, qualifications to be determined by the Director of Public Works. Should there be a lack of work in any of these job assignments, employees may be returned to their prior position.

The Village will not assign an employee to more than one of these job assignments.

The duties of the Utility Locator shall be included in the list of job classification duties attached to this Agreement as Appendix B.

The Village agrees to allow employees to gain knowledge in the Utility Locator job assignment by, whenever possible, permitting them to work with the Utility Locator. The Utility Locator shall receive a one dollar (\$1.00) incentive over and above his/her regular wage rate, said incentive to be included in all hours worked, as Utility Locator, including overtime.

Section 21.5. Promotional Vacancies. Provided that a position is budgeted, the village agrees to fill any vacancies within ninety (90) days so that the minimum number of positions in the following Job Classifications shall be:

Water Plant Operator - 1
Assistant Water Plant Operator - 1
Leadman - 1
Leadman Driver - 1
Building Maintenance Technician - 2
Head Mechanic - 1
Assistant Mechanic - 1
Heavy Equipment Operator - 2

A vacancy shall not be caused by the reason of an employee being assigned as a Leadman is assigned to Toyota Park. In the event of a vacancy, the most senior, qualified employee shall be awarded the job. Qualifications shall include experience, ability, examination, and other relevant factors, as determined by the Director of Public Works. The Director shall interview the top three candidates for the job before making his decision. The Village may use an outside assessment center in the process of filling promotional vacancies or the Village may use the Personnel Board for promotional testing falling within their jurisdiction.

Section 21.6. Toyota Park. On a yearly basis, the Village may assign up to five (5) full-time employees to Toyota Park (the "Stadium") duties. Before assigning personnel, the Village shall seek volunteers by posting a notice and providing employees 7 days to request a yearly assignment to Stadium duties. In the event that more employees request such assignment than there are available positions, the Village shall assign the most senior employees to Stadium duties. In the event that there are insufficient volunteers, then the Village may either hire new

personnel for such Stadium assignments or may assign existing personnel on the basis of reverse seniority. Assignment to Stadium duties shall be made on a yearly basis, provided that any employee who is assigned to Stadium duties shall have a priority right to such assignment in the subsequent year.

Employees who accept Stadium work assignments shall maintain their classification, seniority and pay rate during all times they work at the Stadium; however, for purposes of seniority for overtime under Section 10.5, such employees shall be placed on the bottom of the callout list and are not subject to mandatory overtime assignments.

Newly hired employees assigned to Stadium work shall be hired into the Laborer classification. They shall be paid in accordance with Article 25 of the contract and shall be required to meet all employee requirements in the contract.

Stadium work duties shall be as assigned by management in accordance with the work required to be performed at the Stadium. Work performed may be substantially different than customary job assignments for the Department of Public Works.

Stadium employees shall be assigned to a work schedule on not less than a quarterly basis. Stadium employees may be assigned to one of the following work schedules during the period of time that they are assigned to work at the Stadium:

- (a) Five consecutive eight-hour days, which may include Saturday and Sunday; or
- (b) Four consecutive ten-hour days, which may include Saturday and Sunday.

All work hours shall be consecutive. Once established, employees' work schedules shall not be changed without the mutual agreement of the Village and the employee, provided that the Village may change the schedule on a quarterly basis.

All scheduled hours of work, up to and including forty (40) in a work week, shall be paid at the straight-time hourly rate. Hours worked in excess of forty (40) in a work week shall be paid at the rate of time and one-half (1 ½).

As provided in Section 10.2, employees who are required to work on a holiday shall be paid at double time or may elect compensatory time pursuant to Section 9.3. Employees working on a four (4) ten (10)-hour day schedule shall receive ten (10) hours pay for any holiday provided in Article 11 of the contract.

In the event of a reduction in Stadium work, Stadium employees shall be assigned, volunteers first and then by reverse seniority, to the Department of Public Works. When performing traditional Department of Public Works assignments, the provisions of the Agreement, and not this Section, shall apply.

In the event that a reduction in Stadium work necessitates a layoff, the provisions of Article 16 of the Agreement shall apply.

21.7 Part-time Employees. Part-time employees, defined as those who work less than twenty-six (26) weeks within a calendar year may be employed and shall perform only the following work: cutting grass and weeds, painting, litter pickup, general cleaning, picking up litter, gardening, shoveling snow, operating snow blowers, spreading salt on sidewalks, and pruning bushes and trees. Part-time employees are not members of the collective bargaining unit and shall not be paid any benefits other than an hourly wage rate.

ARTICLE 22 CLOTHING ALLOWANCE

The Village will provide each unit employee with a \$475.00 clothing allowance for each contract year for the duration of this Agreement. Employees will purchase their clothing at a Village approved vendor. There will be no uniform rental service during the term of this Agreement.

In addition to the clothing allowance, the Village shall reimburse each employee each year up to a maximum of \$225.00 for the purchase of safety-toed boots and waterproof leather gloves upon presentation of receipts. The selection and purchase of the safety-toed boots shall be at the employee's discretion provided the boots meet required safety standards and are a color acceptable to the Director.

ARTICLE 23 GENERAL PROVISIONS

Section 23.1. Employee Eyeglasses. The Employer agrees to repair or replace as necessary an employees' eye glasses, and prescription sun glasses, if such are damaged or broken, if during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. Incident is to be documented with immediate supervisor.

Section 23.2. Inoculation or Immunization. The Employer agrees to pay all expenses for inoculation or immunization shots for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease while on the job.

Section 23.3. Funeral/Burial Expenses. The Employer agrees to defray all reasonable funeral and burial expenses of any employee of the Public Works Department killed in the line of duty, as determined by the Village.

Section 23.4. Commercial Drivers License. A commercial Driver's License (CDL) with air brake endorsement is required to be maintained by all employees, except that Laborers shall not be required to maintain a CDL. The Village shall reimburse all employees for the cost of obtaining and renewing a CDL, including the cost of any required endorsements.

Employees may be required to submit evidence of possessing a valid CDL, provided that the cost of such shall be paid by the Village. In the alternative, an employee may authorize the Village to obtain such information at the sole cost of the Village.

Employees who lose their CDL due to medical reasons shall not be automatically discharged if they can be assigned work which they can perform in another available

classification. An employee whose CDL is suspended as a result of a violation of the Illinois Vehicle Code and is in the process of appealing the suspension shall be allowed seven (7) months from the date of the suspension to have his CDL reinstated, assuming he can be assigned work which can be performed in another available classification. The employee shall receive the rate of pay applicable to the classification of Laborer during the seven (7)-month period. In addition to the seven (7) months, the employee shall be allowed to use all accrued sick time, vacation time and compensatory time in order to secure the reinstatement of his CDL. Once the employee's accrued benefit time is exhausted, the employee shall be entitled to an unpaid leave of absence. In no event, however, shall the leave of absence extend beyond one year from the date the employee's CDL was suspended, and the employee is subject to automatic discharge if his CDL is not reinstated within one year of the date of suspension.

Section 23.5. Residency. All employees must live within a twenty-five (25) mile radius of the Public Works Garage.

Section 23.6. Training Classes. Off-site training shall be posted in the Public Works Garage and offered to applicable, full-time, regular employees prior to being offered to temporary or seasonal employees. The Village has the right to restrict the number of employees attending the training.

Section 23.7. On-Call Rules. The on-call rules attached hereto shall govern the assignment of on-call duties. The on-call rules are subject to revision by the mutual agreement of the Director of the Department of Public Works and the Union.

Section 23.8 Snow List Rules. The snow list rules attached hereto shall govern the assignment of snow call duties. The snow list rules are subject to revision by the mutual agreement of the Director of the Department of Public Works and the Union.

ARTICLE 24 UNION BUSINESS

General Union business shall not interfere with the Stewards' regular working hours and any request by other employees for the services of Stewards shall be based on an emergency that cannot be transacted before or after normal working hours. The Union shall appoint one Steward for each division. A Union Steward will be permitted to leave work during regular working hours for the purpose of dealing with emergencies and holding scheduled meetings with management to adjust grievances. One Union Steward may be present when requested by an employee during an interview or interrogation by management which may result in disciplinary action against that employee, provided that such request does not unduly delay the interview or interrogation.

Non-employee officers and representatives of the Union shall have reasonable access to the premises of the Employer during working hours with advance notice to the appropriate Employer representative. Such visitations shall be for the sole purpose of the administration of this Agreement. The Union agrees that such activity shall not interfere with the work duties of employees. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a Union officer where operational requirements do not permit unlimited access.

The Village agrees to make available to the Union a list of all new employees hired within the bargaining unit. The District also agrees to furnish the Union with a new hire's home address, date of hire and telephone number. Reasonable time (up to one (1) hour) shall be granted for one (1) Union Representative and one (1) Union Steward to make a presentation at a new employee's orientation on behalf of the Union for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information, and for distributing and collecting membership applications. This time is not to be used for discussion of labor/management disputes. The Union Steward shall be given time off with pay for the time required to make the presentation. The Employer will provide the Union with reasonable notice of the time and place of meetings for the orientation of new employees. All new employees shall be offered the opportunity to attend a new employee orientation."

ARTICLE 25 WAGE RATES

Section 25.1. Wage Rates for Current Employees. All full-time employees in the bargaining unit shall be paid the rates set forth on the Wage Schedule attached hereto as Appendix A.

Section 25.2. Wage Rates for Employees Hired after May 1, 2016. Wage rates for employees hired after May 1, 2016 are provided for in Appendix A.

Section 25.3. Step-Up Pay. An employee assigned to work in a higher rated job classification when employee normally scheduled to perform this work is off shall be paid at the higher classification's wage rate for all hours worked in the higher classification.

ARTICLE 26 SAFETY COMMITTEE

The Village agrees to the formation of a Safety Committee comprised of three (3) members of the SEIU Local 73 bargaining unit selected by the Union. The Committee shall meet once monthly during working hours.

ARTICLE 27 EMPLOYEE DISCIPLINE

Section 27.1. Inspection of Personnel Records. The Village's personnel files shall be open to that employee for inspection by the affected employee during regular business hours of the Village. Employees shall give reasonable notice of their desire to inspect their personnel file. Only one official personnel file shall be kept for each employee.

Section 27.2. Purge of Personnel File. Any written reprimand shall be removed from the employee's record, if, from the date of the last reprimand, twelve (12) months have passed without the employee receiving an additional reprimand or discipline for such offenses.

ARTICLE 28 SEIU NATIONAL INDUSTRY PENSION FUND

Section 28.1. Coverage. The Village agrees to make periodic contributions on behalf of all employees covered by this Agreement to the Service Employees International Union National Industry Pension Fund ("Fund") in the amounts specified in Section 28.3 below.

Contributions for newly hired employees shall commence after ninety (90) calendar days of employment.

Section 28.2. Term. The Employer agrees to become and remain a participating employer in the Fund throughout the term of this Collective Bargaining Agreement, including any extensions thereof.

Section 28.3. Contributions.

(a) Commencing May 1, 2020, the Village shall contribute to the Fund in the amount of one dollar and fifty cents (\$1.50) per paid hour for all employees covered by this Agreement.

(b) Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.

Section 28.4. Trust Agreement. The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board

Section 28.5. Cooperation. The Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retire Income Security Act.

Section 28.6. Approval by Trustees. The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

Section 28.7. Miscellaneous. In the event of any inconsistency between this Article and the remainder of this Collective Bargaining Agreement, the terms of this Article shall prevail.

ARTICLE 29 COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 30 SAVINGS CLAUSE

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

ARTICLE 31 DURATION

Section 31.1. Term of Agreement. This Agreement shall be effective from May 1, 2020 and shall remain in full force and effect to and through April 30, 2024. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by mail by either party no earlier than ninety (90) days preceding expiration and no later than sixty (60) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

No employees who have left the Village before the date of execution of this Agreement, except those who have retired after May 1, 2020 and are receiving IMRF retirement pension, shall be entitled to any of the increased compensation or benefits provided herein.

Section 31.2. Continuing Effect. Notwithstanding any provision of this Article or agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement.

In witness whereof, the parties hereto have affixed their signatures this _____ day of July, 2020.

VILLAGE OF BRIDGEVIEW

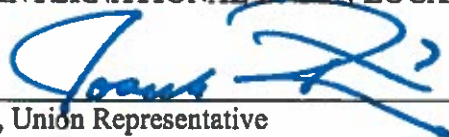


Steven M. Landek, Mayor




John C. Altar, Village Clerk

**SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 73**



, Union Representative



Bargaining Committee



Bargaining Committee



Bargaining Committee

APPENDIX A

**DEPARTMENT OF PUBLIC WORKS
WAGE SCALE
MAY 1, 2020 THROUGH APRIL 30, 2024**

	CURRENT	5/1/2020	5/1/2021	5/1/2022	5/1/2023
Water Plant Operator*	39.82	41.82	42.58	39.82	40.81
Head Mechanic	39.82	40.82	41.84	42.88	43.95
Building Engineer		38.42	39.38	40.37	41.37
Assistant Water Plant Operator**		37.57	38.51	39.47	40.46
Leadman	37.07	39.02	40.00	41.00	42.02
Heavy Equipment Operator	36.46	37.37	38.31	39.26	40.25
Leadman Driver	36.46	37.37	38.31	39.26	40.25
Building Maintenance Technician	37.07	36.46	37.37	38.31	39.26
Assistant Mechanic		36.46	37.37	38.31	39.26
Maintenance Worker	35.05	35.93	36.82	37.75	38.69

WAGE SCALE FOR CERTAIN CLASSIFICATION FOR EMPLOYEES HIRED AFTER MAY 1, 2016

	5/1/2020	5/1/2021	5/1/2022	5/1/2023
Building Maintenance Technician	29.07	29.80	30.54	31.31
Maintenance Worker	27.07	27.75	28.44	29.15
Laborer***	25.07	25.70	26.34	27.00
Custodian	18.50	18.96	19.44	19.92

* *Water Plant Operator shall receive the hourly rate of \$41.82/hour through July 31, 2021. From August 1, 2021 through April 30, 2022 the Water Plant Operator shall receive the hourly rate of \$39.82/hour. All side agreements which provide additional compensation to the Water Plant Operator are suspended as of July 31, 2021.*

** *Assistant Water Plant Operator shall receive the hourly rate of \$37.57/hour through July 31, 2021. From August 1, 2021 through April 30, 2022 the Assistant Water Plant Operator shall receive the hourly rate of \$36.46/hour.*

*** *Laborers possessing a CDL shall receive Maintenance Worker wages for snow plowing.*

ON CALL RULES

1. On call employees can have any employee cover them regardless of seniority as long as the employee has someone from the on call group cover them.
2. If an employee is off for a full work week they may not work during that work week but may work both or either of the weekends prior to or after the week off.
3. An employee cannot be called into work until 7:00 a.m. the next working day if employee called in sick.
4. Mandatory service is a full 30 days and must be made up unless the employee is off for bereavement or injuries with a physician's note.
5. An employee may have anyone cover their mandatory regardless of seniority.
6. If there is a call out, employees shall be called starting from the top with the most senior employee working your way down the list to the least senior employee.
7. If a mandatory is required you shall mandatory from the bottom of the list making your way up through the appropriate groups.
8. The list will consist of four groups. An operator group on the top then three maintenance worker groups which shall consist of three employees at the top list, four employees in the middle list and four employees at the bottom list. Lists will be adjusted accordingly to new hires.
9. An employee must find someone else to cover their mandatory if off for any reason other than that employee being off for injuries, bereavement or calls off sick, or an approved vacation which would then in turn go to then next employee in line in that group.
10. An employee has 30 minutes to arrive for work after being called in, except for a mandatory call back when the employee must report within 30 minutes. If an employee cannot report with 30 minutes, the employee must pass the on call duty.
11. An employee must call back for overtime immediately and only can work if the positions required for that job are not filled.

SNOW LIST RULES

In an effort to have the Village and its employees thrive in a safe atmosphere, to achieve a fair and equitable way to distribute overtime, and keep the cost of snow removal down in this economic climate that currently befalls the Village, the parties involved agree to adhere to the following rules:

1. Split shifts will begin at 7:00 a.m. and last until 7:00 p.m. The second shift will begin at 7:00 p.m. and last until 7:00 a.m. or until the snow event ends, if it is sooner. Employees on the second shift will have the option to start at 10:00 a.m. that day.
2. A two (2) hour show up pay will be given to an employee who is sent home in the event of a split shift if no prior notice is given at least one hour prior to the scheduled start time.
3. Weather related split shifts will be used for emergency purposes only, based upon the discretion of the Director.
4. Any employee who works a split shift that would end at 3:30 a.m. would have the option to start work between 7:00 a.m. to 10:00 a.m. the following day, and end eight (8) hours after their start time.
5. In the event of a split shift, the second crew will always work the second shift. This will be in effect unless a second snow event that requires a split shift happens within a seven (7) day period. If this occurs, the first crew will then work the second shift.
6. If all staff completes a normal eight (8) hour shift and is called back within the four (4) hour rest period, they will be able to snow plow four (4) hours plus hours of rest time off.
7. If a snow event occurs, the top six snow plow drivers are required to work. If an employee fails to work a snow event twice in a snow season, the employee will be dropped down to the second tier of snow plow drivers.