

# ***LABOR AGREEMENT***

*between the*

***VILLAGE OF CHICAGO RIDGE***

***SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 73***

***VILLAGE HALL CLERICAL***

***VILLAGE EMPLOYEES***

Expiration Date: \_\_\_\_\_

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## **PREAMBLE**

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

## **AGREEMENT**

This Agreement has been made and entered into by and between the VILLAGE OF CHICAGO RIDGE (hereinafter referred to as the "Employer") and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73, (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

### **Section 1.1: Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for employees within the following collective bargaining units, as certified by the Illinois State Labor Relations Board on October 20, 1987:

#### **WITHIN THE VILLAGE OF CHICAGO RIDGE ADMINISTRATIVE OFFICES**

Administrative Assistant

Administrative Aide

Excluding all irregular part-time, short term, managerial, supervisory, and confidential employees, as defined under the Illinois State Labor Relations Act, the Village Clerk, and all other employees employed by the Village of Chicago Ridge,

### **Section 1.2: New Classifications**

The Employer shall notify the Union of its decision establishing any and all new classifications within the Administrative Offices.

### **Section 1.3 Supervisors**

Supervisors may perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs of bargaining unit employees or result in reduction or elimination of overtime that would normally be performed by bargaining unit employees.

### **Section 1.4 Short Term/Part Time Employees**

The Employer may utilize the services of short-term and part-time employees to perform bargaining unit work so long as such does not result in the layoff of bargaining unit employees.

## **ARTICLE II: FILLING OF VACANCIES**

### **Section 2.1: Permanent Vacancy**

A permanent vacancy is created when the Employer determines to increase the work force or to fill a new position(s) or when any of the following personnel transactions take place within the bargaining units, and the Employer determines to replace the previous incumbent: terminations, promotions, resignations or demotions.

### **Section 2.2: Posting**

Whenever a permanent vacancy occurs, other than a temporary vacancy as defined below, in an existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards, within the appropriate bargaining unit involved, for five (5) working days. During this period, employees {within the appropriate bargaining unit involved} who wish to apply for such vacancy, including employees on layoff, may do so.

### **Section 2.3: Selection**

The Employer shall fill the permanent vacancy by promoting in the following order of seniority, so long as such person is appropriately qualified, based upon their relative skills and abilities to perform the duties of such position:

- (a) most senior employee in the next lower pay rate in the unit;
- (b) most senior employee from succeeding lower pay rates;
- (c) any and all other means.

An outside applicant will not be hired unless current employees (within the appropriate bargaining unit involved) are not qualified for the permanent vacancy subsequent to submission of applications.

### **Section 2.4: Temporary Vacancies**

Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that does not exceed 120 days. Job openings that remain open more than 120 days at a time shall not be considered temporary job openings.

### **Section 2.5: Probationary Employees**

An employee is "probationary" for the first twelve (12) continuous months of employment.

A temporary employee who becomes an employee in the same unit in which he/she was performing substantially the same work or for a continuous period immediately prior to the date he/she became an employee, shall have such period retroactively counted towards completion of his/her probationary period.

No matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the disciplinary, grievance or arbitration procedures. At the request of the Union, however, the Employer may meet and discuss the termination of the probationary employee with the Union, provided such request is made within 48 hours following termination.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment.

## **ARTICLE III: UNION DUES**

### **Section 3.1: Dues Deductions**

The Employer agrees to deduct from the pay of those non-probationary full-time employees (who are union members and individually request it) any or all of the following:

- (a) union membership dues, assessments, or initiation fees;
- (b) union sponsored credit and other benefit programs.
- (c) And any and all other voluntary deduction programs offered by the Union so long as appropriately authorized by the employee.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable state statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis, at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

### **Section 3.2: RESERVED**

### **Section 3.3: Check Off**

The Employer agrees to deduct each pay period, Union dues and other assessments made pursuant to this Article, from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions be made. The Union shall certify the current amount of Union deductions. A Union member desiring to revoke their Union membership may do so by written notice to the Union, whereupon no dues will be taken out. The parties acknowledge and agree that such a request, as provided in this Agreement, includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law.

### **Section 3.4: Indemnification**

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suitor liability arising from any action taken by the Employer in complying with this Article.

## **ARTICLE IV: UNION RIGHTS**

### **Section 4.1 Union Activity During Working Hours**

Employees shall, with approval of the Employer, after giving appropriate notice to their supervisor, be allowed to attend grievance hearings and other activities of such nature if established by this contract, if such employees are entitled or required to attend such meetings by virtue of being Union representatives or participants in grievance hearings. Such incidents must relate to disciplinary action of an employee and not be an unreasonable interference with the Employer operations.

### **Section 4.2: Time Off for Union Activities**

Local representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or International conventions, provided such representatives give reasonable prior notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. The Employer may utilize any accumulated time-off (holiday, personal, vacation days) in lieu of the employee taking such without pay.

### **Section 4.3: Union Bulletin Boards**

The Employer shall provide bulletin board and/or space at the work location. The boards or space shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan, defamatory or inflammatory in nature.

### **Section 4.4: Investigations**

The Union's representatives and stewards shall be allowed to handle matters regarding enforcement of the Collective Bargaining Agreement during working hours. The steward will ask their supervisor for permission to leave their assigned work area to investigate and process grievances arising under the Agreement. Local 73 shall notify the Employer of the names of the employees who are designated as its representatives and stewards. A Union steward, with permission or proper authorities, may leave their assigned work to investigate a grievance or to present matters according to this Agreement without loss of pay. The steward will provide an estimate as to how long they expect to be away from the work area and will strive to keep their supervisor updated if circumstances change. Permission shall not be unreasonably denied.

Union representatives and stewards will be permitted access to employees and the Employer's premises at reasonable times to investigate grievances, conduct union meetings onsite, and conduct other union activity, provided such activities do not unreasonably interfere with the Employer's operations and the employee's assignments.

The Union shall be permitted to hold New Employee Orientation in accordance with state law.



## **ARTICLE V: MANAGEMENT RIGHTS**

### **Section 5.1: Management Rights**

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to operate the Village, as well as those rights enumerated within the Illinois Public Labor Relations Act. Such management rights include the following:

- (a) To plan, direct, control and determine all operations and services of the Village;
- (b) To supervise and direct employees;
- (c) To establish the qualifications for employment and to employ employees;
- (d) To establish reasonable work rules and work schedules and assign such;
- (e) To hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the Village;
- (f) To suspend, demote, discharge and take other disciplinary action against employees for just cause;
- (g) To establish reasonable work and productivity standards and, from time to time, amend such standards;
- (h) To lay off employees;
- (i) To maintain efficiency of Village operations and services;
- (j) To determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- (k) To maintain efficiency of Village operations;
- (l) To take whatever action is necessary to comply with State and Federal law;
- (m) To change or eliminate methods, equipment and facilities for the improvement of operations;
- (n) To determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
- (o) To contract out for goods and/or services;
- (p) To determine the methods, means and personnel by which operations are to be conducted;  
and
- (q) To take whatever action is reasonably necessary to carry out the functions of the Village in emergency situations.

## **ARTICLE VI: NO STRIKE / NO LOCKOUT**

### **Section 6.1: No Strike / Lockout**

During the term of this Agreement, neither the Union nor any officers, agents, designees or employees of Employer shall instigate, promote, sponsor, engage in or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, or any other intentional disruption of the operations of Employer, regardless of the reasons for doing so.

### **Section 6.2: No Lockout**

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union so long as there is no breach or violation under Section 1 of this Article,

### **Section 6.3: Union Responsibility**

Upon written notice by the Employer to the Union that certain employees within the bargaining unit are engaged in a violation of this Article, the Union shall immediately do whatever acts are reasonably necessary in order to secure their immediate return to work.

### **Section 6.4: Penalties**

Any employee engaging in activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to immediate discharge or disciplinary action by Employer, including loss of compensation, vacation benefits, holiday pay and any and all seniority rights accrued pursuant to this Agreement. In any arbitration proceeding pursuant to a breach of this Article, the sole and exclusive question for an arbitrator to determine is whether the employee engaged in activity prohibited by this Article.

In addition to penalties provided herein, the Employer may enforce any other legal rights and remedies entitled to by law.

## **ARTICLE VII: DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

### **Section 7.1: Definition of a Grievance**

A grievance is defined as any meritorious dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

### **Section 7.2: Representation**

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only of the same facts, issues and requested remedy apply to all employees in the group.

### **Section 7.3: Subject Matter**

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

### **Section 7.4: Time Limitations**

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

### **Section 7.5: Grievance Processing**

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety. Grievance shall not be investigated during working hours if they unreasonably interfere with the Employer's operations.

### **Section 7.6: Grievance Meetings**

A maximum of two (2) employees (the grievant and/or Union Representative) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

## **Section 7.7: Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

**Step 1.** In the interest of resolving disputes at the earliest possible time, it is agreed that any attempt to resolve a dispute shall be made between the employee and his immediate supervisor.

Not later than five (5) workdays after the event giving rise to the complaint, or five (5) workdays after the employee should have reasonably learned of the event giving rise to the complaint, whichever is later, the employee must discuss the grievance with his immediate supervisor. The supervisor shall orally respond to the employee not later than five (5) workdays thereafter. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later.

**Step 2.** If no agreement is reached between the employee and the supervisor, as provided for in Section 1, the Union shall prepare a written grievance on a form mutually agreed to and presented to the Village Clerk or his/her designee no later than ten (10) working days after the employee was notified of the decision by the supervisor. Within five (5) working days after the grievance has been submitted, the Village Clerk or his/her designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Village Clerk or his/her designee shall respond in writing to the grievant and Union Representative within fifteen (15) working days following the meeting. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.

**Step 3.** If the dispute is not settled at Step 2, ONLY the Union may submit the matter to arbitration within ten (10) working days after the Village Clerk's written decision or the expiration of the fifteen (15) day period if the Village Clerk fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed-to arbitrators, if the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the Village of Chicago Ridge, Illinois, unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures.

The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be **FINAL AND BINDING** on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

## **ARTICLE VIII: HOURS OF WORK AND OVERTIME**

### **Section 8.1: Normal Workday / Workweek**

For those employees covered by the terms of this Agreement the following provisions shall apply:

The normal workday is eight (8) hours, and the normal workweek is forty (40) hours;

Hours of operation of the Village Hall shall be 8:30 a.m. to 5:30 p.m. Monday through Friday, 9:00 a.m. to 12:00 p.m. Saturday, except the last two (2) Saturdays in June, which shall be 9:00 a.m. to 3:00 p.m.

Any or all employees covered by this Agreement shall be subject to call twenty-four (24) hours per day in case of emergency. An emergency shall exist if so determined by the Employer of his designee.

### **Section 8.2: Lunch / Rest Period**

There shall be two (2) rest periods of fifteen (15) minutes each during each regular shift; one during the first half and the other during the second half. The normal unpaid lunch period shall be mid-point and last no longer than one-half (1/2) hour.

### **Section 8.3: Overtime**

This Section is intended only to provide a basis for calculating overtime and is not to be construed as a guarantee or limitation on the number of hours of work per day or work per week or when such hours and days shall be worked which may be scheduled or required by the employer.

Employees shall work overtime when overtime is necessary, as determined by the Employer.

Overtime is defined as compensation at a rate of 1.5 times the normal hourly rate of pay. The compensation paid employees shall be as follows:

- (a) Regular Overtime: paid when an employee is required to work in excess of his/her normal WORK DAY (eight (8) hours in any scheduled work day) or in excess of his/her normal WORK WEEK (forty (40) hours per work week) and his/her supervisor has authorized and approved such overtime, wherein they shall be compensated for overtime at a rate of 1.5 times their regular hourly wage for each hour actually worked in excess of eight (8) hours per scheduled workday or forty (40) hours per workweek;
- (b) Time off for holidays, accumulated vacations and other approved paid leaves of absence periods provided pursuant to this Agreement shall be counted as "time worked" for purposes of computing overtime compensation. However, sick leave and any unpaid leaves of absence periods provided pursuant to this Agreement shall not be counted as "time worked" for purposes of computing overtime compensation.
- (c) Reasonable steps shall be taken to obtain volunteers for overtime assignments before assigning required overtime work, though work in progress shall not be interrupted. Specific employees may be selected for specific assignments where they are more appropriately qualified.

### **Section 8.4: No Pyramiding**

Overtime compensation shall not be paid more than once for the same hours under any provision of this Agreement.

### **Section 8.5: Callback**

A "callback" is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. "Callbacks" shall be compensated for at 1.5 times the employee's regular rate of pay for all hours worked on "callback", with a guaranteed minimum of two (2) hours at such overtime rate of pay. Employees shall not unreasonably refuse "callback" assignments.

## **ARTICLE IX: SENIORITY**

### **Section 9.1: Seniority Defined**

An employee's seniority shall be the period of the employee's most recent continuous regular full-time employment within the appropriate bargaining unit covered herein.

When more than one (1) employee shares the same seniority date, said employee's seniority shall be determined by a draw system upon their mutual employment.

### **Section 9.2: Application of Seniority**

In all applications of seniority under this Agreement, the ability of the employee shall meet the qualifications and ability of the employee to perform the required work. Where ability and qualifications to perform the required work are, among the employees concerned, relatively equal, seniority as defined in Section 1 of this Article shall govern.

### **Section 9.3: Breaks in Continuous Service**

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement. However, if an employee returns to work in any capacity within three (3) months, the break in continuous service shall be removed from his/her record.

### **Section 9.4: Seniority List**

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and same shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedures. This list will be provided within the first ten (10) calendar days of each month to the Union, in Excel and shall include the following items: the employee's job title, worksite location, work telephone numbers, identification number if available, any home and personal cellular telephone numbers on file with the employer, date of hire, work email address, and any personal email address on file with the employer.

### **Section 9.5: Termination of Seniority**

An employee's seniority shall be broken when he:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- (d) is absent for three consecutive scheduled workdays without proper notification or authorization;
- (e) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

Employees shall not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence. Vacations, sick leave, holidays and other similar benefits will not be earned while on unpaid leave of absence.

#### **Section 9.6 Seniority While on Leave**

Employees shall not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence. Vacations, sick leave, holidays and other similar benefits will not be earned while on unpaid leave of absence.

### **ARTICLE X: LAYOFF**

#### **Section 10.1: Definition and Notice**

A layoff is defined as a reduction in bargaining unit jobs. The Village shall give the Union at least thirty (30) days' notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

#### **Section 10.2: General Procedures**

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article IX, so long as job skills and ability to perform remaining work is relatively equal. However, prior to laying off of permanent employees, all probationary, or part-time employees functioning within the bargaining unit involved shall be laid off or terminated, as the case may be.

#### **Section 10.3: Recall of Laid-Off Employees**

The names of laid-off employees shall be placed on a layoff list. The life of such list shall be twelve (12) months. Qualified employees on layoff lists who bid on job vacancies in their current or a lower paid position (within the appropriate bargaining unit involved) shall have priority over other bidders for such a position. In the event that more than one qualified employee on a layoff list bids for a vacancy, the vacancy shall be filled in accordance with the seniority provisions of Article X. Employees on layoff who are recalled to work shall have their seniority restored.

## **ARTICLE XI: HOLIDAYS**

### **Section 11.1: Paid Holidays**

Full -time employees shall receive the following paid Holidays.

(\*NOTE: Personal Day to be taken upon approval)

New Year's Eve	President's Day
New Years' Day	Memorial Day
Christmas Eve	Independence Day
Christmas Day	Labor Day Good
Thanksgiving Day	Good Friday
Day After Thanksgiving	*Personal Day (2)
Employee's Birthday	of Village Clerk

(\*\*NOTE: Personal Day effective Jan. 1, 2015)

In the event that the Village recognizes new holidays, those holidays will be added as paid holidays to the Union agreement.

### **Section 11.2: Specific Applications**

(a) If a holiday falls on a weekend, Saturday holidays shall be designated as Friday off, Sunday holidays shall be designated as Monday off. If holiday(s) occur consecutively on Friday/Saturday, they shall be designated off on Friday and the following Monday; and, should they occur consecutively on Sunday/Monday, they shall be designated off on the prior Friday and following Monday.

(b) If a holiday (not Personal Day) occurs during an employee's regular scheduled vacation, the extra day may be added to the employee's regularly scheduled vacation period.

(c) In order to qualify for holiday pay (not Personal Day), the employee shall work the scheduled day before the holiday and the scheduled day after the holiday or be on approved leave with pay.

### **Section 11.3: Holiday Pay**

Employees who are scheduled and actually work on a holiday (not Personal Day) shall be compensated at time and a half (1.5) for each hour actually worked on such a holiday, based on their regular rate of pay. Employees not working on such holiday shall be paid their regular rate of pay for that day. However, any such employee working on the following specific "Holidays" shall be compensated at double time (2.0) as opposed to time-and-a-half (1.5): Christmas Day; New Year's Day; Easter Day; Thanksgiving Day.



## **ARTICLE XII: VACATIONS**

### **Section 12.1 Vacation Accrual**

All regular full-time employees are eligible for the following paid vacation benefits annually:

<b><u>Years of Service</u></b>	<b><u>Vacation Days</u></b>
From 1 through 4 years	Ten (10) days
From 5 through 10 years	Fifteen (15) days
From 11 through 19 years	Twenty (20) days
From 20 years and over	20 days PLUS an additional day for each year

20 days PLUS an additional day for each year served after 20 years up to a total maximum of 25 vacation days.

- (a) All employees shall earn vacation during their probationary period (12 months), however, they will not be eligible to take any vacation during their probationary period unless approved by the Employer;
- (b) Vacation schedules are to be determined by the Village Clerk;
- (c) Vacation requests for employees shall be filed with the Village Clerk;
- (d) Up to five (5) earned but unused paid vacation days MAY be accumulated from one year and applied to the following year. Any unused, earned vacation days of record **shall not be forfeited** and shall be paid to the employee;
- (e) There shall be no pro-ration of vacation time. Vacation time shall be used in no lesser than one (1) hour increments. When an employee is advanced vacation time, and subsequently resigns or is terminated, the Village shall deduct the owed amount from the employee's final paycheck; and,
- (f) An employee shall not be eligible for payment of any vacation of record if they are terminated for just cause or fail to give at least two (2) weeks prior notice and actually work that two (2) week period prior to their resignation.

## **ARTICLE XIII: SICK LEAVE**

### **Section 13.1: Sick Leave Accrual**

All regular full-time employees shall accrue sick leave at a rate of one (1) day per month of continuous service. (12 days annually) (Note: one day accrual effective Jan. 1, 2015 for Administrative Offices employees.)

Accumulated sick leave is an earned benefit granted during employment and shall not be paid to terminated or retiring employees. New employees (probationary) shall not be allowed to use accumulated sick leave during the first three (3) consecutive months of their employment.

### **Section 13.2: Sick Leave Use Restrictions**

Sick leave is a privilege that is to be used for the sole purpose of providing wage continuation when an employee is incapacitated due to illness or non-job-related injury for medical treatment and for exposure to contagious disease when attendance and duties jeopardize the health of others.

Accumulated paid sick leave shall be used in increments of no less than one (1) hour at a time. While the Employer shall not discipline employees for legitimate use of such, the Employer may require evidence of use of sick time for the purposes contained within this Article if reasonable grounds exist to suggest abuse. However, an employee who calls in sick and uses such sick leave three (3) consecutive workdays or more, may be required by the Employer to produce a medical certificate by a physician selected and paid for by the Employer, verifying the authenticity of such illness.

### **Section 13.3: Sick Leave Abuse Sanctions**

For purposes of the provisions contained within this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated within Section 3 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee may not be paid for such leave taken nor may the employee accrue any rights inherent with such period, such as seniority and other employee benefits and rights. Continued abuse of sick leave shall subject the employee to discipline.

### **Section 13.4: Optional Buyback**

Employees shall be eligible to "cash-in" not more than six (6) accumulated sick leave days, which shall be deducted from their total sick leave accrual bank for the fiscal year. Such an option shall be available to the employee once each year, to be exercised during the first payroll period in December.

### **Section 13.5 Sick Leave Contribution Bank**

Employees may contribute a specific amount of their sick leave, not to exceed forty-eight (48) hours per employee, into a bargaining unit employee's sick leave bank, for the purposes of allowing a bargaining unit employee to continue to utilize sick leave even though they have depleted their own sick leave. Employees may use extended sick leave from the sick leave bank only upon the following circumstances:

1. They are no longer eligible for paid leave of absence or record, such as having depleted their sick leave, vacation leave, personal leave and compensatory leave of absences.
2. Due to a serious illness within their immediate family, wherein a member of their immediate family is living in their home, they are required to care for that member of the immediate family during a convalescence period.
3. They are eligible for extended sick leave at the rate of pay appropriate at the time and not at any other contributing employee's rate of pay.

Furthermore, the benefits provided for herein shall be at the sole and exclusive discretion of the Employer and such action thereto shall not be subject to the grievance procedures provided for herein.

## ARTICLE XIV: WAGES

### Section 14.1 Wages

Employees shall be paid according to the scale provided below. Employees will be placed into the titles of Administrative Assistant or Administrative Aide. Administrative Assistants will be placed into the top tier of the new scale while Administrative Aides will be placed according to years of service within the remaining tiers. Upon the adoption of this Agreement, for all employees employed as of the date of adoption and approval by the parties herein, the following **WAGE SCHEDULES** shall apply:

		2022	2023	2024
		2.75%	3.00%	2.75%
	Assistant to Building Commissioner Health Department Assistant Public Works Assistant	\$60,346.33	\$62,156.72	\$63,866.06
Admin. Aide	After 6 Years = 100% of wage schedule	\$58,250.23	\$59,997.74	\$61,647.68
Admin. Aide	After 5 Years = 95% of wage schedule	\$55,337.72	\$56,997.85	\$58,565.29
Admin. Aide	After 4 Years = 90% of wage schedule	\$52,425.21	\$53,997.96	\$55,482.91
Admin. Aide	After 3 Years = 85% of wage schedule	\$49,512.70	\$50,998.08	\$52,400.52
Admin. Aide	After 2 Years = 80% of wage schedule	\$46,600.18	\$47,998.19	\$49,318.14
Admin. Aide	After 1 Years = 75% of wage schedule	\$43,687.67	\$44,998.30	\$46,235.76
Admin. Aide	Start = 70% of wage schedule	\$40,775.16	\$41,998.42	\$43,153.37

*2022 rate proposed retroactive to January 1, 2022*

### Section 14.2: Uniforms

For those employees required by the Employer to wear a uniform, they shall be eligible for an initial clothing allowance annually so long as they are required to continue to wear such uniforms.

Any payment issued to employees pursuant to this Section 14.2 shall not be considered a part of their regular wage base.

### Section 14.3: Residency Water / Sewer Reimbursement

Any bargaining unit employee domiciled within the Village of Chicago Ridge shall be eligible for a water/sewer cost reimbursement **not to exceed \$585.00 annually**. Said reimbursement shall be "per household" (not "per employee") and shall be considered payment outside of wages. Further said, reimbursement shall only apply to a bargaining unit employee who incurs a water bill.

Effective January 1, 2015, new employees hired during the calendar year shall be eligible for the following water pro-rata portion of the water allowance provided for herein:

Employees hired between	Jan. 1 <sup>st</sup> through March:	\$525.00
Employees hired between	April 1 <sup>st</sup> through June:	\$393.75
Employees hired between	July 1 <sup>st</sup> through September:	\$262.50
Employees hired between	October 1 through December:	\$131.25.

**Section 14.4: Cellular Phones**

The Employer shall provide cellular phones to employees designated for duties that require the use of said cellular phone to perform Village business. There will be no more than three (3) positions who are designated with these responsibilities.

**ARTICLE XV: INRSUANCE & PENSION**

**Section 15.1: Health Insurance**

Upon adoption of this Labor Agreement by the parties, the Employer shall provide the same insurance benefits as provided to other Village employees but may impose premium contribution costs to bargaining unit employees that do not exceed that imposed upon police employees unless otherwise negotiated between the parties. The Union shall be advised of any changes in said coverage, pursuant to a "Labor Management Conference", with the Union maintaining the right to "meet and discuss". Part time employees shall not be eligible for any benefits under this Article. Pursuant to Art. XV, such changes in coverage can be made by the Employer during the term of this Agreement without the Union having any right to negotiate same.

Furthermore, the Employer shall adhere to statutory provisions regarding retired employees as provided for in the Illinois Insurance Code (215 ILCS 5/367j) as hereinafter amended or otherwise repealed.

The Employer agrees to meet with an employee insurance advisory committee, composed of one (1) member of each bargaining unit, their Union representative if desired and the authorized representative of the Employer, at least once every three (3) months. The purpose of such a meeting shall be to discuss insurance programs/options that will assist in cost containment. Such meetings shall be waived only by mutual written consent of the parties. The Employer will make all relevant information available, and this committee will be empowered to research available hospitalization, dental, optical and other relevant plans provided by the Employer, comparing their costs and benefits. The advisory committee shall recommend to the Employer possible implementation of any such alternative plans and cost containment measures. The Employer shall have the final authority to approve/disapprove such recommendations by the advisory committee members. Furthermore, the parties shall conduct said meetings on at least a quarterly basis.

**Section 15.1(A)**

Any employee (including employees whose spouse is also a Village employee), who does not want to be covered by the Village health insurance program may decline such coverage. Those declining such coverage shall be eligible to receive an annual lump sum payment equal to fifty percent (50%) of the savings realized by the Village. They shall be eligible for said payment in November of each calendar year for said savings realized by the Village during the prior health insurance policy year.

For the purposes of this Section, the "Opt Out" period shall be defined as Nov. 1<sup>st</sup> through Oct. 31<sup>st</sup> of each calendar period.

Due to the fact that health insurance coverage is essential to the individual, no employee shall be allowed to "opt out" (decline health insurance coverage) unless they can provide adequate proof of alternative health insurance coverage under an alternative health insurance program AND that they execute a Waiver of Health Insurance form.

if an employee loses such alternative health insurance coverage during the “opt out” period, the employee shall be eligible to re-enroll into the Village’s health insurance program in accordance with applicable rules/policy of the health insurance provider. The employee will also be required to refund to the Village that portion of any cash reimbursement issued by the Village, pro-rated according to the length of time the employee was not covered by alternative health insurance. This refund to the Village shall be paid to the Village in a lump sum amount at the time of their re-enrollment. An employee participating in the “Opt Out” program stated herein may also elect to re-enroll in the Village’s health insurance program during any applicable open enrollment period provided by the Village’s health insurance carrier.

The provisions contained herein shall remain in effect unless otherwise agreed to in the Police Agreement.

**Section 15.2: Pensions**

The Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

**ARTICLE XVI: LEAVE OF ABSENCE**

**Section 16.1: Disability Leave**

In the event of a temporary disability, the employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

**Section 16.2: Discretionary Leave of Absence**

Employees may petition through the Village Clerk for a special leave of absence. Normal leaves of absence without pay are granted for reasons of additional education, training, and travel calculated to equip the employee to improve his/her service to the Village. Leaves may also be granted due to health and welfare problems of the employee's family. Such leaves granted may not exceed one (1) calendar year and are discretionary to the Employer.

**Section 16.3: Bereavement Leave**

In the event of death in an employee's immediate family, the employee shall be granted a leave of absence with pay and benefits for a period of up to three (3) working days.

The immediate family is defined as follows:

**Immediate Family- Three-day Leave**

Mother	Brother
Father	Sister
Husband	Son
Wife	Daughter
Grandparent	Mother-in-Law
Stepdaughter	Father-in-Law
Stepson	Grandchild

**Significant Other as Defined by Law**

In the event of the death of the following relatives, the employee shall be granted a leave of absence with pay and benefits for a period of one (1) working day:

Stepbrother	Stepsister
Son-in-law	Daughter-in-law

#### **Section 16.4: Jury Duty Leave**

Employees covered herein called to court or jury duty will be granted a special leave of absence with pay. Employees shall be paid the difference between salary for time lost and jury fees received (excluding travel fees and personal expenses), whenever the salary lost exceeds the sum of jury fees received for normally scheduled working days.

Jury duty pay allowances are subject to the following guidelines to aid in equitable administration for such allowance:

(a) Employees summoned for jury duty should notify and submit the notice to his superior as soon as possible.

(b) When the jury is not meeting, the employee will be required to report to work. Likewise, the employee may be required to report to work before and/or after the daily jury duty as time as circumstances warrant.

(c) Upon completion of the tour of jury duty, the employee will obtain and submit to his/her supervisor documentation of the period of time so served and jury fees obtained.

#### **Section 16.5: Prohibition Against Misuse of Leaves**

During any leave granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

#### **Section 16.6: Education**

Employees covered by the terms of this Agreement may be granted, upon prior written request and approval by the Village Clerk or his/her designee, a leave of absence without pay, not to exceed a period of one (1) calendar year. However, the employee shall not experience any loss in their regular rate of pay if directed to attend any school or seminar by the Employer when such occurs during their regularly scheduled work period.

Any employee covered by the terms of this Agreement, who enrolls in an accredited course of continued education that specifically relates to the field of their employment, shall have their tuition for such educational course(s) reimbursed in the following manner, when such is taken outside their regularly scheduled work period:

Grade of 75%, "C" or above, or "Pass"

All above reimbursements shall be issued after satisfactory completion of the course(s) and shall be subject to the following maximum ("cap") payments:

Individual employee maximum payment of \$10,000.00 during their term of employment; and,

Individual employee annual maximum payment of \$3,500.00.

The Employer shall deduct and be entitled to reimbursement from any such employee, for any and all such costs paid to the employee, upon their resignation from employment, pursuant to the following schedule:

100% reimbursement of resigning within three (3) years of completing such program and/or courses:

50% reimbursement if resigning within four (4) years;

25% reimbursement if resigning within five (5) years.

The Employer is authorized herein to withhold any amounts appropriate pursuant to this Section from the employee's final paycheck.

### **Section 16.7: Emergency Leave**

In the event of a medical emergency in an employee's immediate family, living in their household, as well as for their parents, grandparents not living within their household, the employee shall be granted, at the Employer's sole and exclusive discretion, leave with pay up to three (3) working days. The term "immediate family" shall be defined as that under Section 16.3 (funeral leave) above. Said emergency leave with pay shall be provided on a calendar year basis, with the employee being eligible each calendar year for up to said amount.

### **Section 16.8: Restrictive Duties Due On-the-job Injury**

In the event an employee experiences an "on the job injury" and their physician places them on restrictive duty, they shall be subject to the following:

1. Placed on a temporary restrictive duty schedule, working 40 hours weekly, Mondays through Friday.
2. Not be eligible for overtime assignments.
3. Not be assigned duties harmful to their temporary medical condition.
4. Shall be assigned duties within their temporary restrictive duty physician restrictions.
5. Shall be paid their appropriate hourly rate of pay for all hours actually worked.
6. Shall recognize all "holidays" as paid leave for that "holiday"<sup>1</sup> period.

Benefit accrued under the Labor Agreement shall not be altered or in other way reduced during the temporary restrictive duty period.

## **ARTICLE XVII: LEAVE UNDER THE FAMILY MEDICAL LEAVE ACT (FMLA)**

### **Section 17.1: Leave Entitlement**

Pursuant to and in accordance with the "General Policy Statement", attached hereto as an Appendix to this Agreement, an employee who has been employed by the Employer for 12 months and who has completed 1250 hours of work during the 12 month period immediately preceding the commencement of such leave will be entitled to leave under the Family & Medical Leave Act (FMLA) in accordance with its provisions and the provisions of this Article. (Please refer to Family and Medical Leave Policy Appendix attached hereto and made an integral part hereof.)

### **Section 17.2: Year for Purpose of Determining Leave Entitlement**

For purposes of determining an employee's leave entitlement under this Article and the FMLA, the 52-week period immediately preceding the commencement of leave under the Article and FMLA shall be the applicable measuring period.

### **Section 17.3: Payment of Group Insurance Premiums During Leave**

Each employee on leave issued under the FMLA shall remain responsible for paying the employee share of the premium for the insurance coverage elected by the employee upon expiration of their "paid leave" status. (While on "paid leave" status, the employee's share of the premium cost shall continue to be paid pursuant to the program as though they were on active-duty status.) Such payment by the employee for their insurance premium shall be directly submitted to the employer, not later than the employee's normal payday, and shall be in the amount of premium owed by the employee. If the employee fails to timely pay such insurance premium payments, insurance coverage shall terminate for failure to pay.

#### **Section 17.4: Rate of Pay**

For any paid leave taken by the employee, regardless of the type, the employee shall be compensated at their regular rate of pay at the time leave is taken and shall not be eligible for any pay increases experienced by employees during that leave period. Furthermore, all hours of leave, whether paid or unpaid, shall not be considered as "time worked" for the purposes of overtime. Any pay increase experienced by the employee shall be issued upon their return to active-duty status.

### **ARTICLE XVIII: GENERAL PROVISIONS**

#### **Section 18.1 Driver's License**

Employees designated by the Employer may be required, as a condition to continue employment, to obtain and maintain an operating telephone and/or cell phone; and, to obtain and maintain a driver's license necessary and appropriate for employment related use. Any such employee so required to maintain such employment related license must immediately notify Employer of suspension or loss of such license. Failure to notify Employer pursuant to this Section may constitute grounds for immediate dismissal. Furthermore, the Employer shall be responsible for a one-time payment for the fee necessary for certain employees to convert their present driver's license to the required commercial driver's license.

#### **Section 18.2: Drug / Alcohol Testing**

In order to help provide a safe work environment and to protect the general public by insuring that employees have the physical stamina and emotional stability to perform their assigned duties, the Employer may require employees to submit to a urinalysis test and/or other appropriate test up to two (2) times per year per employee at a time and place designated by the Employer. If an employee tests positive in any such random test, the results shall not be sent to the employee, rather the employee shall be advised confidentially to seek assistance through an assistance program at his/her cost. If the same employee tests positive a second time, the test results shall be submitted to the employee and the Employer shall have the authority to issue appropriate discipline, including immediate discharge from further employment. Drug testing may also be required at any time where there is just cause for such testing and/or for promotional considerations. Unlawful use of drugs shall be cause for immediate discharge and such action by the Employer may be subject to the grievance procedures contained herein.

No employee shall be ordered to submit to a blood test, a breathalyzer test or any other test to determine the percentage of alcohol in the blood for any reason except upon reasonable cause to believe that the employee has consumed alcoholic beverages immediately prior to reporting for duty or while on duty and that the employee's ability to perform his duties is thereby influenced or impaired. The Employer shall set forth such reasonable suspicions and the basis thereof, including objective facts and reasonable inferences drawn from those facts in light of experience, in writing at the request of the employee affected.

Any infraction of this Section by the employee shall subject them to appropriate discipline and such action by the Employer may be subject to the grievance procedures contained herein.

#### **Section 18.3: Work Rules**

The Employer may adopt, reasonably change or modify work rules and regulations. Whenever the Employer changes work rules and regulations or issues new work rules and regulations, the Union representative shall be given five (5) working days prior notice, absent emergency circumstances, before the effective date of such and shall be afforded an opportunity to meet and discuss such changes with the Employer. Such changes shall automatically take effect without further notice upon expiration of the above five (5) working day period.

#### **Section 18.4: Gratuities Prohibited**

Employees shall neither solicit nor accept personal gifts, fees, tips, or other forms of remuneration offered because of the employee's performance of job duties, functions, responsibilities or position as an employee and shall be subject to immediate discharge for any infraction hereof.



### **Section 18.5: Personal Use of Village Equipment**

Employees covered by terms of this Agreement shall not use Village vehicles and/or other equipment for personal use unless specifically authorized by their supervisor, who maintains the sole discretion to specify the terms and conditions for such use, as well as its duration. Failure to adhere to this section shall constitute grounds for discipline, including immediate discharge.

### **Section 18.6: Outside Employment**

No employee covered herein shall engage in any additional employment outside that of their regular employment with the Village of Chicago Ridge unless otherwise approved pursuant to the following provisions:

- (a) Any employee who desires to obtain secondary employment shall submit such request to the Village Clerk or his/her designee, who may grant/deny such request;
- (b) Any requesting employee must furnish proof of insurance coverage for such secondary employment or alternatively execute a waiver holding the Village harmless for any injury sustained during such secondary employment or a result thereof;
- (c) No benefits provided under the terms of this Agreement shall be issued to such employee due to an injury or illness contracted while performing such secondary employment.

### **Section 18.7: Residency**

All employees must reside in the state of Illinois.

## **ARTICLE XIX: EMPLOYEE DISCIPLINE**

### **Section 19.1: Discipline**

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. The level of discipline imposed may be dependent upon the nature and severity of the alleged offense and shall be appropriate for the circumstances. Discipline shall be limited to:

1. Oral reprimand (not subject to the grievance procedures contained herein);
2. written reprimand;
3. suspension without pay;
4. discharge

Employees shall be immediately subject to discharge for: reporting to work or being discovered working under the influence of alcohol; and, reporting to work or being discovered working under the conditions reasonably indicating non-prescribed substance abuse pursuant to conditions set forth in Sec. 17.3.

Prior to the actual imposition of discipline other than an oral reprimand, the Employer shall give the affected employee an opportunity to discuss the circumstances underlying the disciplinary action. The employee upon request shall be allowed to have a Union Steward present during the discussion, although a discussion shall not be inordinately delayed if a Steward is not immediately available. The Employer shall provide a copy of the disciplinary action being placed in his personnel file.

### **Section 19.2: Limitations**

The Employer shall do whatever acts necessary and reasonable, when imposing disciplinary actions, in order to avoid unnecessary embarrassment to the employee.

- (a) Should the Employer present to the Union extenuating circumstances warranting discipline other than that described in Section 1 above, the Employer may use a modified form of discipline. Such modified discipline shall not be precedent setting and shall not be subject to the Grievance Procedures contained herein since the Employer and Union agree to such modified disciplinary action.

- (b) The Employer's agreement to use progressive and corrective discipline does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the employee and Union of such disciplinary action taken. Such notification shall be in writing and shall reflect the specific notice of the offense giving rise to such action.

### **Section 19.3: Employee Responsibilities**

The Employer has the right to expect employees to maintain a professional attitude and work ethic in the on-going performance of their assigned duties and their representative agent capacity to the general public

## **ARTICLE XX: LABOR/MANAGEMENT MEETINGS**

### **Section 20.1: Labor / Management Meetings**

The Union and Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and representatives of the Employer. Such meetings may be requested by either party by placing in writing, not less than seven (7) days in advance, a request to the other for a "labor/management conference" stating the specific items to be discussed. Such meetings shall be limited to:

- (a) discussion on the implementation and general administration of the Agreement;
- (b) a sharing of general information of interest to the parties; and,
- (c) work safety.

### **Section 20.2: Purpose**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure and employees on duty at the time shall not experience a loss of pay for attending such meetings. Grievances being processed under the grievance procedure shall not be considered at "labor/management meetings", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

## **ARTICLE XXI: PERSONNEL FILES**

### **Section 21.1: Personnel Files**

An employee's personnel file shall be made available for inspection by the employee or a designated representative thereof upon written request by the employee. All requests for file inspection shall be governed by the Illinois Employee Access to Personnel Records Act, as amended, 820 ILCS 40/1. An employee involved in a pending grievance may designate in writing a Union representative to inspect his personnel file pursuant to the terms of the Act set forth above.

## **ARTICLE XXII: NON-DISCRIMINATION**

### **Section 22.1: Equal Employment Opportunity**

The Employer will continue to provide equal employment opportunity for all employees and develop and apply equal employment practices.

### **Section 22.2: Non-Discrimination**

The Employer shall not discriminate against employees, and employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, age, religion, disability, or national origin of the employee, nor activities on behalf of the Union or membership in the Union, or the exercise of constitutional rights. The Employer shall comply with all applicable laws. Employees shall not be assigned or re-assigned or have any of their duties changed for reasons prohibited by this section.

### **Section 22.3: Use of Masculine Pronoun**

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

It is understood by the Employer and the Union that unless otherwise stated in an individual Article or Section all parts of the Agreement apply equally to employees covered herein by the terms of this Agreement. Such terms as employee, etc. shall carry equal weight for the purpose of this Agreement and shall unless otherwise stated are understood to include all employees.

## **ARTICLE XXIII: SUBCONTRACTING**

### **Section 23.1: General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the rights to contract out any work it deems necessary in the interests of efficiency or emergency.

### **Section 23.2: Meet and Discuss**

Absent an emergency situation, prior to the Employer changing its' policy involving the overall subcontracting of work in the bargaining unit, when such change amounts to a significant number of bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to meet and discuss the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

## **ARTICLE XXIV: COMPLETE AGREEMENT**

### **Section 24.1: 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. The Employer and Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited opportunity to make proposals and that the understandings arrived at by the parties after the exercise of this right are set forth in this Agreement. Therefore, the Employer and Union, for the duration of this Agreement, each waives any right which might otherwise exist under practice or law to negotiate any further issues, whether or not they were the subject of proposals during the negotiations of this Agreement. However, this section does not apply to new positions created by the Employer and the wage rates associated thereto.

## **ARTICLE XXV: SAVINGS CLAUSE**

### **Section 25.1 Savings Clause**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by 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 XXVI: DURATION AND SIGNATURE**

### **Section 26.1: Terms of Agreement**

This Agreement shall be effective upon its date of adoption and shall remain in full force and effect until the 31st day of December 2021, whereupon it shall be automatically rendered null and void.

Notwithstanding the foregoing, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new agreement between the parties. All provisions of this agreement shall continue to remain in full force and effect by mutual consent. Either party must inform the other within two (2) days of its desire to terminate the agreement under this paragraph.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**FOR THE EMPLOYER:**

Hon. Charles Tokar, Mayor

\_\_\_\_\_  
Hon. Barbara Harrison, Village Clerk

**FOR THE UNION:**

Joseph Richert,  
Secretary-Treasurer SEIU Local 73

\_\_\_\_\_  
(Administrative Offices)

\_\_\_\_\_  
(Administrative Offices)

# **APPENDIX FOR ADMINISTRATION OF ARTICLE XVII**

## **FAMILY AND MEDICAL LEAVE POLICY**

### **Policy Statement**

This family and Medical Leave Act (FMLA) provides certain employees unpaid family and medical leave for up to 12 weeks in every 12-month period, based on any one of the following reasons:

1. birth of a child and in order to care for the child or placement of a child with an employee for adoption or foster care, which requires that leave be taken within 12 mos. following the child's birth or placement with the employee; or,
2. care for a member of the immediate family (spouse, child or parent) so long as such immediate family member has a serious health condition; or,
3. serious health condition of the employee which makes the employee unable to perform employment duties.

### **Definitions**

1. A "12 mos." period means a rolling 12 mo. period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. "Spouse" does not include unmarried domestic partners. If both spouses work for the Employer, their total leave in any 12 mo. period may be limited to an aggregate of 12 wks. if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent.
3. "Child" means a child either under the age of 18 yrs. or 18 yrs. of age, or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and include a biological, adopted, foster or stepchild.
4. "Serious health condition" means an illness, injury, impairment, or a physical or mental condition that involves:
  - a. inpatient care; or
  - b. period of incapacity requiring absence from work for MORE THAN 3 CALENDAR DAYS and that involves continuing treatment by a health care provider; or
  - c. continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity or MORE THAN 3 CALENDAR DAYS; or
  - d. prenatal care by a health care provider.
5. "Continuing treatment" means the following:
  - a. 2 or more visits to a health care provider; or
  - b. 2 or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider; or
  - c. a single visit to a health care provider that results in a regimen of continuing treatment; or
  - d. in case of a serious, long term, or chronic condition or disability that cannot be cured, being under the continuing supervision of, but not necessarily being actively treated, a health care provider.

### **In Order to be Eligible for FMLA Benefits**

An employee must:

1. Have worked for at least 12 mos.; and
2. Have worked at least 1250 hours over the previous 12 mos. Period

### **Partial Leave (Intermittent or Reduced)**

1. An employee may take leave a few days or a few hours at a time, or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary":

- a. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
- b. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.

2. For part-time employees or those working variable hours, the FMLA benefits are calculated on a pro rata basis. A weekly average of the hours worked over the 12 weeks prior to the beginning of the leave should be used for calculating the employee's normal workweek.

### **Substitution of Paid Time of Record**

1. Employees will be **required** to substitute time of record for any part of a family medical leave taken for any reason, as well as any other accrued time off with pay.

2. When the employee has used their accrued paid time, the employee may request an additional period of unpaid leave be granted so that the total of paid and unpaid leave period equals 12 wks. This does not preclude the parties from also using the employee's accrued sick leave of record.

### **Notice Requirement**

An employee is required to give 30 days-notice in the event of a foreseeable leave. A "REQUEST FOR FAMILY/MEDICAL LEAVE" form should be completed and returned to the Employer. In unexpected or unforeseen situation, an employee should provide as much notice as is practical, usually verbal notice, within 1 or 2 business days of when the need for leave becomes known, followed by a completed "REQUEST FOR FAMILY/MEDICAL LEAVE"

### **Medical Certification**

1. For leaves taken because of the employee's or a covered family member's serious health condition, the employee must submit a completed "PHYSICIAN CERTIFICATION" form. Medical certification must be provided by the employee within 15 days after requested, or as soon as is reasonably possible.

2. A second or third medical opinion may be required at the Employer's expense, as well as periodic reports on the employee's status and intent to return to work, and a fitness for duty report in order to return to work.

3. All such documents regarding medical condition will be held in strict confidence.

### **Effect on Employee Benefits**

1. The employee will continue to be covered under the group health insurance plan and other insurance plans in effect, under the same terms and conditions of coverage.
2. Employee contributions will be required either through payroll deduction or by direct payment to the Employer, upon the expiration of their "paid leave" status through the remainder of their leave period. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any changes in rates that occur while the employee is on leave.
3. Employee insurance shall be terminated by the Employer after the employee's contribution payment is more than thirty (30) days late.
4. If the Employer pays the employee's contributions missed while on leave, the employee will be required to reimburse the Employer for delinquent payments (pursuant to payroll deduction) upon their return from leave. **The employee will be required to sign a written statement at the beginning of the leave authorizing such payroll deduction for delinquent payments.**
5. If the employee fails to return from unpaid family/medical leave for reasons other than:
  - a. the continuation of a serious health condition of the employee or a covered family member; or
  - b. circumstances beyond the employee's control (wherein certification is required within 30 days of failure to return for either reason)

The Employer may seek reimbursement from the employee for the portion of insurance premiums paid by the Employer on behalf of the employee during the period of leave.

6. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to such leave.

### **Job Protection**

1. If the employee returns to work within 12 weeks following a family/medical leave, they will be reinstated to their former position or an equivalent position with equivalent pay, benefits and status.
2. The employee's restoration rights are the same as they would have been had the employee not been on leave. Therefore, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.
3. If the employee fails to return within 12 weeks following a family/medical leave, the employee will be reinstated to their same or similar position, only if available, in accordance with applicable laws. If the employee's same or similar position is not available, the employee may be terminated.